

131 Employees

Unit No. 51

COLLECTIVE AGREEMENT

BETWEEN

DIGS FOR KIDS
(hereinafter called the "DFK")

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
(hereinafter called the "Union")

EFFECTIVE: February 1, 2001

EXPIRY: January 31, 2004

RECEIVED
FEB 1 2001

12601(02)

INDEX

Article	Page
Article 1 Recognition and Scope	1
Article 2 Work of the Bargaining Unit	1
Article 3 Relationship	1
Article 4 No Strikes or Lockouts	2
Article 5 Management Rights	2
Article 6 Check-off of Union Dues. Etc.	3
Article 7 Grievance Procedure	4
Article 8 DFK's Grievance	5
Article 9 Arbitration	5
Article 10 Benefits	6
Article 11 Hours of Work	7
Article 12 Acting Pay	8
Article 13 Overtime	8
Article 14 Wages and Classification	8
Article 15 Seniority	8
15.01 Probationary Period	8
15.03 Seniority Lists	9
15.04 Loss of Seniority	9
Article 16 Job Posting	10
Article 17 Lay-off and Recall	10
Article 18 Discharge and Suspension	11
Article 19 Vacation	12
Article 20 Statutory Holidays	12
Article 21 Sick Leave	13
Article 22 Bereavement Leave	14
Article 23 Unpaid Leave of Absence	15
Article 24 Maternity and Parental Leave	15
Article 25 Jury and Witness Duty	16
Article 26 Education Leave	16
Article 27 Union Leave	17
Article 28 Transfers	17
Article 29 New Classification	17
Article 30 Vehicles	18
Article 31 Joint Health and Safety Committee	18
Article 32 Negotiating Committee	19
Article 33 Binders	19
Article 34 Personnel File	19
Article 35 Printing of Agreement	20
Article 36 Duration and Termination	20
Schedule "A"	21
Part-time Addendum	22

Letter of Understanding Re: Relief Work	26
Letter of Understanding Re: Benefits.....	27
Letter of Understanding Re: Medication	28
Letter of Understanding Re: Voluntary Mediation	29
Letter of Understanding Re: HLDAA	30
Letter of Understanding Re: Extended Tours ...	31

COLLECTIVE AGREEMENT

BETWEEN:

DIGS FOR KIDS
(Hereinafter referred to as "DFK")

- and -

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

WHEREAS the purpose of this Agreement is to establish an orderly collective bargaining relationship between DFK and all employees represented by the Union, and to encourage a co-operative and harmonious working relationship in the ,promotionof the highest standards of care and service.

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

1.01 DFK recognizes the Service Employees International Union, Local 204 as the sole and exclusive bargaining agent of all employees of Digs for Kids, in the Region of Peel, save and except Supervisors/Co-ordinators, persons above the rank of Supervisors/Co-ordinators, Office and Clerical staff.

ARTICLE 2 - WORK OF THE BARGAINING UNIT

2.01 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit to any greater extent than exists at the signing of this Agreement.

ARTICLE 3 - RELATIONSHIP

3.01 The parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee by the Union or DFK.

3.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or

practised upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 DFK agrees that it shall not lock out employees during the term of this Collective Agreement.

4.02 The Union agrees that during the term of this Collective Agreement, it will not cause, permit, condone or authorize its members to strike, sit down, slow down, or engage in any other work stoppage, picketing or any form of collective action which will interfere with or stop service and that, if such collective action should take place, the Union will instruct its members to continue to work and to perform their duties in the usual manner.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that the management, supervision and direction of the workplace is the exclusive function of DFK and shall remain solely with DFK except as specifically limited in this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of DFK to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, assign, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for just cause provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- (c) Establish and enforce rules, regulations, policies and practices to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement.
- (d) Determine, in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing the work, job content, and the working establishment for any service.

- (e) Generally to manage and operate DFK Residential Services, in all respects in accordance with its obligations, and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used, services to be provided, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning DFK's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 6 - CHECK-OFF OF UNION DUES, ETC.

6.01 DFK shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (b) New employees covered by this Agreement shall, as a condition of their employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (c) Union dues will be deducted from the employee's pay on the first pay period in each calendar month and the same shall be remitted by DFK to the Secretary-Treasurer of the Local Union not later than the 25th of the month. The Union agrees to keep DFK harmless and indemnified from any claim against it by an employee which arises out of any deduction under this Article.
- (d) DFK, when forwarding Union dues, will submit a list, indicating the names of those employees for whom deductions have been made as well as the names and dates of hire of those employees hired in the preceding month.

6.02 DFK shall include the amount of Union dues deducted on T4 slips.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given their immediate supervisor the opportunity of adjusting their complaint. The Grievor may have the assistance of a Union steward if he/she so desires.

Step 1:

Within five (5) business days after the circumstances giving rise to the grievance have occurred, the employee shall submit the written grievance to, and the written grievance must be received by, the immediate Supervisor or a designate stipulated by DFK. The immediate Supervisor or the designate will meet with the grievor and review the grievance, A decision in writing will be rendered within five (5) business days from the date on which the grievance meeting was convened. Failing settlement, then:

Step 2:

Within five (5) business days following the written decision under Step 1, the employee shall submit the written grievance to the Executive Director or a designate as stipulated by DFK. The Executive Director or the designate will meet with the grievor and review the grievance. A representative of the Union may attend this meeting if requested to do so by either party. A decision in writing will be rendered within five (5) business days from the date on which the grievance meeting was convened. In the event the decision of the Executive Director or the designate is not satisfactory to the grievor, the grievor may refer the matter to Arbitration in accordance with the provision of this Agreement. If no written request for Arbitration is received within five (5) business days from the date of the decision under this Step, the grievance shall be deemed to be settled.

The time limits set out in this Article are mandatory. If a grievance is not submitted or advanced from one step to another within the time limits set out, the grievance shall be deemed to be abandoned and all rights or recourse to the grievance procedure shall be at an end.

The parties shall make every reasonable effort to schedule the meeting between the Executive Director or the designate and the grievor at a mutually agreeable time.

7.02 For clarification, "business" days means regular working days, excluding Saturdays, Sundays and statutory holidays.

ARTICLE 8 - DFK'S GRIEVANCE

8.01 It is understood that DFK may bring forward at any meeting held with the Union Administrative Committee any complaint with respect to the conduct of the Union, its officers or committee member or members, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.

ARTICLE 9 - ARBITRATION

9.01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to Arbitration as set forth below. If no written request for Arbitration is received within five (5) working days from the date of the decision under Step 2 above, the grievance shall be deemed to have been settled.

9.02 When either party requests that a grievance be submitted to Arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time nominate a member to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall nominate a member to the Board of Arbitration and notify the other party. The two (2) nominees so appointed shall confer immediately and shall attempt to select by agreement a Chairman for the Board of Arbitration within ten (10) working days from the date such other party has nominated its nominee. If they are unable to agree upon a Chairman, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

9.03 No person may be appointed as a nominee or an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.

9.04 The Arbitration Board shall not have 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. No matter shall be dealt with at Arbitration which has not been properly carried through all the previous steps of the grievance procedure.

9.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon DFK, the Union and the employees.

9.06 Each of the parties hereto will bear the expense of the nominee appointed and their own witnesses and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.

9.07 The parties may agree to extend or waive any of the time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.

9.08 DFK and the Union may, by written agreement in respect to any specific grievance, substitute a named Arbitrator for the Board Of Arbitration provided for herein and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

ARTICLE 10 - BENEFITS

10.01 Effective the employee's full-time anniversary date of hire, employee's are entitled to a benefit draw, as follows:

February 1/01 to January 31/02 - \$650.00
February 1/02 to January 31/03 - \$700.00
February 1/03 to January 31/04 - \$750.00

Any unused portion of this draw has no cash value and cannot be carried over into the next year.

10.02 The Benefit Draw for Residential Support Workers is included in the hourly wage rate calculation as stipulated in Schedule "A".

ARTICLE 11 - HOURS OF WORK

11.01 Employment Standards Act provisions will apply to all employees required to live-in.

11.02 For all shift workers the following provisions shall apply:

- (a) The maximum duration of a shift will not exceed twelve (12) hours worked.
- (b) Employees will not be scheduled for split days off.
- (c) Regularly scheduled hours for a full-time employee will be between seventy-five (75) and eighty-eight (88) hours in a bi-weekly pay period.

Where a full-time employee's posted work schedule is below seventy-five hours in a bi-weekly period, the employer will endeavour to schedule the full-time employee for additional hours as may be required before utilizing part-time staff, subject to the employee being able to perform the work required.

- (d) Employees will be paid for all hours worked in a bi-weekly pay period, including time required to attend meetings.
- (e) Employees will be available for all three shifts.
- (f) The Employer will endeavour to schedule staff as equitably as possible, subject to employee qualification, ability and resident needs.
- (g) Two week shift schedule will be posted for full and regular part-time staff two (2) weeks in advance of the effective date, where practical, and employees will be notified in advance of any general change in their working schedule.
- (h) The Employer may allow exchange of shifts at the request of two (2) employees provided such exchange in posted time schedule is submitted in writing by both employees no less than three (3) working days in advance of the day on which the proposed change of shift is to occur and that the Employer's approval is obtained in advance and no additional costs are incurred by the Employer.

ARTICLE 12 - ACTING PAY

12.01 Any employee who accepts responsibility for a position superior to his/her own shall be paid his/her regular salary, plus five percent (5%), for actual time worked, from the day the person assumed the position.

12.02 Acting pay will not be paid to an employee who is designated to be the Shift Co-ordinator.

ARTICLE 13 - OVERTIME

13.01 No overtime will be worked without prior authorization from the employee's immediate Supervisor or, if unavailable, from the "on-call" person as designated by DFK.

13.02 Subject to Article 13.03, employees will be paid for authorized overtime after 44 hours worked in a week.

13.03 Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of effecting payment at the applicable overtime rate of time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where the employee chooses the latter option, such time off to be taken at a time mutually agreeable to the employer and the employee, or payment in accordance with the former option shall be made.

ARTICLE 14 - WAGES AND CLASSIFICATION

14.01 - See Schedule "A".

ARTICLE 15 - SENIORITY

15.01 Probationary Period

A full-time employee will be considered on probation until he or she has completed three (3) months of work in the bargaining unit.

15.02 Seniority for full-time will be based on last date of hire. Upon successful completion of such probationary period, the employee shall be placed on the seniority list and credit shall be given for service since date of last hire.

15.03 Seniority Lists

Seniority lists shall be prepared according to the records of DFK on an semi annual basis and posted in the binder provided by DFK. Digs for Kids will send a copy of the seniority list to the Union in January and July once it is posted. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within twenty (20) calendar days from the date of posting. New employees appearing on the list for the first time shall have ten (10) calendar days to challenge their position on the list. DFK will send a copy of the seniority list to the Union once it is posted. Seniority shall be recognized on a bargaining unit wide basis.

15.04 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have been terminated if he or she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) consecutive working days without notifying DFK of such absence.
- (d) has been laid off for the lesser of eighteen (18) calendar months or the length of his/her seniority.
- (e) is absent due to illness or disability which absence continues for the lesser of twenty-four (24) calendar months or a period equivalent to the employee's length of seniority at the time the illness or disability commenced;
- (f) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted.

ARTICLE 16 - JOB POSTING

16.01 Employees may bid for promotion vacancies to higher paying classifications in the bargaining unit. The posting shall be limited to the first vacancy only each time. Such vacancies shall be posted in the DFK weekly Memo for at least two (2) consecutive weeks.

16.02 In selecting an applicant to fill the vacancy, DFK shall consider the applicants overall qualifications, suitability, training, experience and ability and where these factors are relatively equal in the opinion of **DFK**, then seniority shall govern.

16.03 When an employee is promoted into a higher job classification, that employee shall be paid the rate immediately above his/her current rate in the higher classification.

16.04 If the employee is maintained in the new job he shall carry with him to the new job all rights and privileges including seniority.

16.05(a) Full-time, part-time and contract vacancies, permanent or temporary with an expected duration of greater than 3 months will be posted in accordance with Article 16.01.

(b) Preference will be given to existing employees who have completed their probationary period and who possess the required qualifications, skills, experience and ability to perform the job.

ARTICLE 17 - LAY-OFF AND RECALL

17.01 In cases of lay-off expected to exceed a period of twelve (12) weeks, the following provision shall apply;

In the event of a lay-off, **DFK** agrees that employees shall be laid off in reverse order of their seniority provided that, in the opinion of **DFK**, they are able and suitable to perform the available work. When work becomes available, employees who have not lost their seniority as provided in Article 13, shall be recalled to work in order of seniority provided that, in the opinion of **DFK**, they have the ability to perform the available work. It is the responsibility of the employees to ensure that **DFK** has a current address and telephone number at all times. If an employee should

fail to do so, DFK will not be responsible for the failure of any communication to reach the employee.

17.02 **Any** employee who is laid off may displace an employee with less seniority provided that in the opinion of DFK, he/she possesses the necessary skills and qualifications, and is suitable and capable of performing the duties of such work.

17.03 In determining the "ability" of an employee to perform available work, **DFK** will consider:

- (a) professional qualifications, training, suitability, experience, education, knowledge, ability to perform the requirements of the job, and
- (b) seniority.

Where DFK determines that the factors in (a) are relatively equal, seniority shall be the governing factor.

17.04 Employees on lay-off are entitled to apply for any vacancies and new positions in the bargaining unit arising out of a job posting.

17.05 **This** entire Article does not apply and there is no lay-off when an employee is no longer required to work as a result of the termination of a contract between a placement agency and **DFK**.

17.06 When an employee is no longer required to work as a result of the termination of a contract between the placement agency and **DFK** that employee shall be placed on a list of available employees in order of seniority, to be maintained by the Executive Director.

17.07 Employees **on** the list maintained by the Executive Director in accordance with Article 15.06 shall be considered for available positions that are posted in accordance with Article 14.02 (Job Posting).

ARTICLE 18 - DISCHARGE AND SUSPENSION

18.01 DFK shall not discharge or suspend any employee who has completed his or her probationary period without just cause. In the event an employee who has completed his or her probationary period grieves a discharge or suspension, such grievance may be submitted at Step 2 of the grievance procedure within two (2) days of the event grieved.

18.02 A probationary employee may be discharged by DFK in its discretion provided only that such discretion shall not be exercised in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 19 - VACATION

19.01 The vacation period shall be based on the employee's full-time anniversary date of hire.

19.02 Residential Counsellors (shifts) shall receive vacations with pay based on years of service as follows:

2 weeks vacation after 1 year of service at 4% of gross pay
3 weeks vacation after 3 years of service at 6% of gross pay
4 weeks vacation after 10 years of service at 8% of gross pay
Effective February 1/01 5 weeks vacation after 20 years of service at 10% of gross pay

19.03 Residential Counsellors (live-in) shall receive vacation pay as follows:

4% after 1 year of service
6% after 3 years of service
8% after 10 years service

19.04 Part-time employees shall progress on the vacation grid based on 1 year of service equals 1920 hours paid as of July 1 each year.

19.05 Vacation requests will be approved by the House Director. For purposes of clarity, a vacation week will be defined as seven (7) consecutive calendar days.

19.06 Vacation pay **for** Residential Service Workers will be paid annually each year within two (2) full pay periods following June 1st of each year.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 (a) Every employee, provided they qualify under the terms listed below, shall be given a holiday with pay at the employee's regular wage for the following public holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

20.01(b) Effective February 1, 2001, an additional holiday will be added as the employee's anniversary date of hire. Where the employee's anniversary date of hire has been scheduled and the employee is called back and reports to work, the employee shall be paid at a rate of 1 ½ times his regular rate for all hours worked on that day, plus an additional day off with pay.

20.02 If the employee is required to work on the above days s/he will be paid for all hours worked on that day at the rate of one and one-half (1 1/2) times their hourly rate and they will be entitled to take an additional paid day off within three (3) months subject to approval by the immediate Supervisor.

20.03 In order to qualify for such payment an employee must work his/her normal scheduled shift on the day preceding and following the paid holiday.

ARTICLE 21 - SICK LEAVE

21.01 Paid sick leave is for the sole and only purpose of protecting the employee against loss of income when legitimately ill or injured.

21.02 The sick leave plan remains in effect for each year and is reinstated on the employee's full-time anniversary date of hire of each calendar year. The plan is not cumulative and credits cannot be carried forward, nor do they have cash value.

21.03 Sick leave benefits vary with the length of service and are paid according to the following schedule:

<u>Length of Service</u>	<u>Sick Leave Entitlement</u>
3 months but less than 1 year	40 hours
1 year but less than 2 years	60 hours

2 years or more

80 hours + 8 hours
additional per year of
service to a maximum of
144 hours

21.04 For any employee with less than one (1) year's service, the total maximum one hundred percent (100%) coverage entitlement is 40 hours within the calendar year.

21.05 In order to qualify for sick leave, an employee must notify his/her immediate Supervisor as soon as possible and DFK may require proof of illness by prescribed medical certificate. When an employee notifies DFK of sickness, the Supervisor must be told the expected period of absence.

21.06 Time off for sickness is deemed to:

- be leave of absence, and if not properly notified under this Article, is absence without pay;
- if the employee does not apply for sick leave, or for an extension of the initial leave of absence for sickness, or fails to return to work on the indicated date, he/she will be deemed to have resigned.

21.07 DFK may require proof of fitness to return to work by prescribed medical certificate.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 When a death occurs in the immediate family of an employee, the employee shall be granted leave with pay for three (3) consecutive days but only for those days which the employee was scheduled to work. One of the days will be the day of the funeral. Additional days off without loss of pay may be granted at the discretion of the Executive Director or a designate.

22.02 For the purpose of this Agreement, the term immediate family includes spouse, common-law spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt and uncle, and grandparents.

ARTICLE 23 - UNPAID LEAVE OF ABSENCE

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

23.02 DFK may grant at its discretion a leave of absence in excess of five (5) working days without pay for extenuating personal reasons, provided it receives a written request two (2) weeks prior to the intended commencement of such leave. The request for the leave of absence shall indicate the reason for such request, and shall specify the date of departure and the date of return. Without limiting the generality of the above, the leave will not be granted if it causes inconvenience to the normal operations of DFK.

23.03 Employees who are on leave of absence will not engage in gainful employment while on such leave unless with the written consent from DFK, and if an employee does engage in gainful employment while on such leave without such written consent, he or she will forfeit his or her seniority and be deemed to have terminated his or her employment.

23.04 *An* employee who overstays a leave of absence, unless he or she obtains permission or provides a satisfactory explanation, will forfeit his or her seniority and be deemed to have terminated his or her employment.

ARTICLE 24 - MATERNITY AND PARENTAL LEAVE

24.01 Employees will be entitled to unpaid maternity and parental leave in accordance with the provisions of the *Employment Standards Act* as amended from time to time.

24.02 DFK may require the employee to commence a leave of absence, if, in the opinion of a medical practitioner, the duties of the position cannot be reasonably performed.

ARTICLE 25 - JURY AND WITNESS DUTY

25.01 Where an employee is required by subpoena to attend a court of law or Coroner's Inquest in connection with a case arising from the employee's duties on the premises of DFK on the employee's regularly scheduled day off, **DFK** will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where **DFK** is unable to reschedule the employee, and, as a result, the employee is required to attend on a regular day off, the employee shall be paid for all hours actually spent at such hearing at the employee's regular straight time hourly rate. It is agreed if this occurs on the employee's scheduled working day the employee will be paid as above.

ARTICLE 26 - EDUCATION LEAVE

26.01 If required by **DFK**, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

26.02 A leave of absence, without pay, to take further education related to the employee's work with **DFK** may be granted upon written application by the employee to the Executive Director. It is further understood and agreed that **DFK** will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

26.03 Where employees are required by **DFK** to take courses to upgrade or acquire new employment qualifications, **DFK** shall pay the full costs of the courses upon proof of successful completion by the employee.

26.04 **DFK** shall provide in-service training opportunities. These may take the form of seminars, courses, professional development days, and visits to other settings, etc. All related costs are the responsibility of **DFK**.

26.05 Employees may be encouraged to attend additional job related conferences, seminars, institutes etc.

ARTICLE 27 - UNION LEAVE

27.01 **DFK** may grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of **DFK**. The Union must give at least twenty-one (21) business days notice in writing to **DFK** in making application for the leave of absence for Union business. It is understood the leave of absence shall be granted to only one (1) employee at a time for not longer than a one (1) week period and be requested on no more than two (2) occasions in one (1) calendar year.

27.02 Employees who are on leave of absence will not engage in gainful employment on such leave. If an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement and will be subject to discharge.

27.03 For clarification, "business" days means regular working days, excluding Saturdays, Sundays and statutory holidays.

ARTICLE 28 - TRANSFERS

28.01 A transfer is defined as a lateral move to a job at the same wage rate. A transfer may result in a move to another **DFK** location.

28.02 **An** employee may request a transfer to another assignment or **DFK** may effect a transfer. **An** employee shall not lose his/her status or his/her seniority, nor shall he/she receive a reduction in salary, as a result of the transfer.

28.03 When an employee is transferred an evaluation will take place within the first three (3) months of the transfer.

ARTICLE 29 - NEW CLASSIFICATION

29.01 Where a new classification, which is covered by this Agreement, is established by **DFK** and no rate for such classification is provided within this Agreement, **DFK** will determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with **DFK** to endeavour to

negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from DFK of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by DFK.

ARTICLE 30 - VEHICLES

30.01 The use of private or corporate vehicles for DFK business purposes must be pre-authorized by the employee's immediate supervisor. In the case of use of private vehicles, the employee must have submitted to DFK documentation of liability and insurance coverage. The *Highway Traffic Act* provisions will apply in all instances, and DFK will not be responsible for the cost of any infractions (speeding, parking violations, seatbelts, etc.)

30.02 Employees who use their vehicle for business purposes and obtain authorization prior to such use in accordance with Article 30.01 shall be reimbursed at a rate of 0.30 cents per kilometer. Before being entitled to reimbursement, employees must fill out the required form and submit to the Executive Director.

ARTICLE 31 - JOINT HEALTH AND SAFETY COMMITTEE

31.01 DFK and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

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

31.03 The Committee shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to safety and health.

31.04 The Committee shall meet once every two (2) months at the workplace and shall maintain minutes of all meetings.

31.05 *Any* representative appointed or selected in accordance with Article 31.02 hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further

periods of one (1) year. *Any* representative attending meetings of the Committee during his scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

ARTICLE 32 - NEGOTIATING COMMITTEE

32.01 The Union has the right to elect or otherwise select a Negotiating Committee consisting of three (3) representatives, one (1) of whom shall be the Chief Steward. Members of the Committee shall be regular employees of DFK who have completed their probationary period.

ARTICLE 33 - BINDERS

33.01 DFK agrees to supply and make available a binder to the Union for seniority lists and notices pertaining to the Union and DFK and its employees. One binder will be conspicuously placed in each DFK work site where members of the Union regularly work. It is agreed that no notice will be placed in the binder without the prior approval of the Executive Director.

ARTICLE 34 - PERSONNEL FILE

34.01 *An* employee may request, in writing, an opportunity to view his or her personnel file in the presence of his or her supervisor or a representative delegated by DFK. The request shall be made a reasonable time in advance of the review. The information the employee may review will be his or her application form, any written evaluation or formal disciplinary notations or incident reports in the file.

34.02 *Any* discipline notice shall be removed from the employee's personnel file after eighteen (18) months after the issuing of such discipline provided that the employee's personnel file has been discipline free for eighteen (18) months period.

ARTICLE 35 - PRINTING OF AGREEMENT

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

ARTICLE 36 - DURATION AND TERMINATION

36.01 This Agreement shall continue in effect until the 31st day of January, 2004, and thereafter from year to year unless amended through negotiations.

36.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

Dated in Brampton this *2nd* day of *May* 2001.

FOR THE UNION

FOR THE EMPLOYER

A. Jus
Korou

Benny
J. Fuller

KW/LL

SCHEDULE "A"

WAGES & CLASSIFICATIONS (INCLUSIVE OF PAY EQUITY)

Residential Counsellor

	Start	6 months	1 Year	2 Years
February 1, 2001	\$11.35	\$11.55	\$11.75	\$11.75
July 1, 2001	\$11.35	\$11.55	\$11.75	\$11.90
January 1, 2002	\$11.55	\$11.75	\$11.90	\$12.10
July 1, 2002	\$11.75	\$11.90	\$12.10	\$12.25
January 1, 2003	\$11.90	\$12.10	\$12.25	\$12.45
July 1, 2003	\$12.10	\$12.25	\$12.45	\$12.60
January 1, 2004	\$12.25	\$12.45	\$12.60	\$13.00

- Note: 1. These rates are inclusive of pay equity adjustments.
2. The grid applies only to newly hired employees after February 1, 2001.
3. Existing employee's wages will be adjusted to the maximum of the wage scale.

Pay adjustments will be retroactive to the effective date and will be paid to the employee within 2 pay periods following written notification of ratification to the Employer.

PART-TIME ADDENDUM

BETWEEN

DIGS FOR KIDS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

The terms and conditions of the Collective Agreement covering full-time employees shall also apply to part-time employees, except where noted in Paragraph 1 below, or as otherwise provided for herein:

1. Non-Applicable Provisions

The following Articles of the full-time Collective Agreement do not apply to part-time employees, unless otherwise provided for herein:

- Article 10 - Benefits
- Article 14 - Wages and Classification
- Article 15 - Seniority
- Article 16 - Job Posting
- Article 20 - Statutory Holidays
- Article 21 - Sick Leave

2. Seniority

2.01 Probationary Period

A part-time employee will be considered on probation until he/she has completed four hundred and eighty **(480)** hours of work in the bargaining unit. Upon succession completion of the probationary period, the employee shall be placed on the part-time seniority list and given credit for service from the employees last date of hire.

2.02 Seniority Lists

- (a) A separate part-time seniority list shall be prepared according to the records of DFK on an semi-annual basis and posted in the binder provided by DFK. DFK will send a copy of the part-time seniority list to the Union in

January and July once it is posted. Part-time seniority shall be recognized on a bargaining unit wide basis.

- (b) Seniority for Part-Time will be based on hours worked with Digs for Kids on last date of hire.
- (c) Part-Time employees transferring to a full-time position will base their seniority on 1920 hours worked equals one (1) year of service.

2.03 Loss of Seniority

A part-time employee shall lose all service and seniority and shall be deemed to have been terminated if he or she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) fails to report for a scheduled work assignment without notifying DFK unless such notification could not reasonably be given;
- (d) is absent due to illness or disability which absence continues for the lesser of eighteen (18) calendar months or a period equivalent to the employee's length of seniority at the time the illness or disability commenced;
- (e) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than for which it was granted;
- (f) has been laid off for the lesser of eighteen (18) months or the length of his/her seniority;
- (g) fails to maintain the minimum availability for work as required by Article 3 for a period of eight (8) weeks unless the employee has provided a reason satisfactory to the employer.

3. Availability

3.01 Part-time employees must be available for work as required and assigned by the Employer a minimum of:

- (a) eight **(8)** shifts per month, and
- (b) eleven (11) months of the year, and
- (c) every other weekend, and,
- (d) four **(4)** statutory holidays, including either Christmas Day or New Years Day, and,
- (e) all shifts

3.02 Casual Part-Time

- (a) Four **(4)** shifts per month and;
- (b) Eleven (11) months of the year and;
- (c) Every other week-end and;
- (d) Four (4) statutory holidays including either Christmas Day or New Year's Day and;
- (e) All shifts

- 3.03(a) A regular part-time employee will provide to the employer in writing their stated availability over and above their posted schedule. This will be provided to the House Director on the prescribed form no later than forty-eight **(48)** hours before the posted schedule becomes effective.
- (b) Where additional shifts are required from the posted schedule due to unplanned absences or increased workload, the most senior regular part-time employee, normally assigned to the home will be offered the work, subject to their availability and ability to perform the work. In the event the employee cannot be immediately contacted, the House Director, or designate will contact the next most senior employee available for work at the home on the day in question. Once the list of staff available to work at the home is exhausted and the shift has not been filled, the House Director will contact the first available employee.

4. Job Posting

4.01 Part-time employees may apply for full-time vacancies in the bargaining unit. Part-time employees however shall only be considered after all full-time applicants to the vacancy have been considered.

4.02 Part-time employees who are successful in filling a full-time vacancy shall be given credit for their full-time seniority from their last date of hire.

5. Statutory Holidays

5.01 A part-time employee shall be entitled to a holiday with pay, in accordance with the Employment Standards Act and Regulations, for the holidays set out in Article 20.01 of the Collective Agreement.

6. Wages

Residential Support Worker

February 1, 2001	\$10.95
January 1, 2002	\$11.25
January 1, 2003	\$11.65

Program Support Assistant

February 1, 2001	\$10.10
January 1, 2002	\$10.40
January 1, 2003	\$10.80

Signed at Brampton this 2nd day of May 2001.

FOR S.E.I.U., LOCAL 204

C. F. Herbert
Karon Walsh

FOR DIGS FOR KIDS

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN :

DIGS FOR KIDS

- and -

Service Employees International Union, Local 204

It is agreed by the Parties that DFK has the exclusive management right to assign relief work as necessary and in particular in the case of employee absences, vacations or illnesses.

Signed at Brampton this *2nd* day of *May* 2001 .

S.E.I.U., LOCAL 204

DIGS FOR KIDS

A. Fehent

Karen Walsh

Banyan

Muller

LETTER OF UNDERSTANDING

BETWEEN

DIGS FOR KIDS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

Re: Medication

The parties agree Digs for Kids will develop written procedures regarding the administration of medication to Digs for Kids residents.

Further, Digs for Kids will review these procedures and provide in-house training to all staff regarding the appropriate methods of administering medication. One hour will be set aside from regular scheduled staff meetings for training when necessary.

Signed at Brampton this 2nd day of May 2001.

S.E.I.U., LOCAL 204

DIGS FOR KIDS

C. Tubert
Karon Walsh

Bonjey
Muller

LETTER OF UNDERSTANDING

BETWEEN

DIGS FOR KIDS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: Voluntary Mediation

The parties agree that mediation may be used to resolve grievances at the arbitration stage. Both parties must be in agreement to utilizing a mediator. The parties must mutually agree on a mediator. All discussions at mediation cannot be used at any future hearing between the parties. All expenses of the mediator will be paid for by both parties on an equally shared basis.

Signed at Brampton this *2nd* day of *May* 2001.

S.E.I.U., LOCAL 204

DIGS FOR KIDS

C. Fuchent

Karen Walsh

Benny

Muller

LETTER OF UNDERSTANDING

BETWEEN

DIGS FOR KIDS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: HLDAA

The above parties hereby agree, that henceforth from the date indicated below, the Hospital Labour Disputes Arbitration Act of Ontario will be the method by which the parties will resolve their Collective Agreement disputes by mandatory referral to an Interest Arbitrator.

Signed at Brampton this *2nd* day of *May* 2001.

S.E.I.U., LOCAL 204

DIGS FOR KIDS

A. Fickent

Karon Walsh

Bamlyt

J. Muller

LETTER OF UNDERSTANDING - EXTENDED TOURS

BETWEEN

DIGS FOR KIDS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

1. The parties acknowledge that extended tours are essential to the effective operation of **DFK** and necessary to maintain the continuity and quality of care for the residents.
2. Extended tours have been in effect at **DFK** prior to the purchase of the business by the present owner and before the SEIU was certified as the registered bargaining agent for the non-management and exempt employees at **DFK**.
3. The parties agree that employees should be paid fairly and equitably in accordance with legislation requirements.
4. The parties agree that employees should be neither advantaged nor disadvantaged with respect to statutory holiday pay entitlement as set out in Article 20 of the collective agreement whether they work extended tours or not.
5. The parties agree that an employee's statutory holiday pay entitlement should bear a relation to the hours per year an employee worked.
6. The parties agree that the ratio of paid time off for statutory holidays in relation to the hours worked by an employee over the course of the year should be the same whether an employee works extended hours or not.
7. A full-time employee's regular scheduled hours may vary from 75 to 88 hours in a bi-weekly pay period, and

Annually, a full-time employee's regular paid hours will be between 1950 and 2288.

A full-time employee's vacation and statutory holiday entitlements will be calculated and paid in hours based on the employee's average daily paid hours. The employee's average daily paid hours shall be calculated as follows:

The employee's total regular paid hours paid in the previous year/# of weeks worked days per week.

This figure will not be less than 7.5 or greater than 8.8 hours. The employee's annual vacation and holiday entitlement will be calculated in hours by multiplying the employee's average daily hours as calculated above by the employee's vacation and holiday entitlement as provided for in accordance with the collective agreement.

The parties agree that an employee's annual regular paid hours of work for purposes of determining the statutory holiday pay calculating will be made semi-annual in January 1st and July 1st of each year, based on the preceding 6 month period.

8. The employer agrees that where additional work time is to be scheduled to maintain the ratio of statutory holiday pay to work time, the additional time will be scheduled by the employer within 30 days of the statutory holiday. The employer will endeavour to schedule the additional time on to the existing scheduled shift of the employer without triggering overtime premium payment.
9. Should the employee not wish to be scheduled the additional time to maintain the aforementioned ratio, the employee will advise his/her immediate supervisor in writing within 7 days following the statutory paid holiday. In that event it is understood the employee will not be paid for this time. Furthermore, the employee's annual regular working hours will not be reduced for purposes of calculating future statutory holiday pay entitlement as a result of this decision.
10. Where an employee qualifies for payment of vacation pay, sick pay and statutory holiday pay in accordance with the terms of the collective agreement, the employee will be paid as follows: