

UNIT NO. 641/641A

COLLECTIVE AGREEMENT

BETWEEN

**COMMUNITY LIVING
WALKERTON AND DISTRICT**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

EFFECTIVE: OCTOBER 1, 2011

EXPIRY: SEPTEMBER 30, 2014

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INDEX

ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - SCOPE AND RECOGNITION.....	1
ARTICLE 3 - NO DISCRIMINATION	3
ARTICLE 4 - UNION SECURITY	3
ARTICLE 5 - MANAGEMENT RIGHTS.....	4
ARTICLE 6 - NO STRIKES OR LOCKOUTS	5
ARTICLE 7 - UNION REPRESENTATION.....	5
ARTICLE 8 - GRIEVANCES PROCEDURE.....	6
ARTICLE 9 - ARBITRATION PROCEDURE	8
ARTICLE 10 - SENIORITY.....	9
ARTICLE 11 - JOB POSTINGS	12
ARTICLE 12 - LEAVE OF ABSENCE	14
ARTICLE 13 - HEALTH AND SAFETY	16
ARTICLE 14 - GENERAL.....	16
ARTICLE 15 – PAID HOLIDAYS.....	17
ARTICLE 16 – VACATIONS	18
ARTICLE 17 – PERSONAL LEAVE	19
ARTICLE 18 – EMPLOYEE BENEFITS	20
ARTICLE 19 – TRAVEL AND EXPENSES	21
ARTICLE 20 - HOURS OF WORK.....	22
ARTICLE 21 – GROUP RRSP	24
ARTICLE 22 – NO CONTRACTING OUT	25
ARTICLE 23 – WAGES.....	25
ARTICLE 24 – TERM.....	25
SCHEDULE ‘A’.....	26
LETTERS OF UNDERSTANDING	28
1) RE: INSURED BENEFITS	28
2) RE: ADDITIONAL FUNDING.....	28

COMMUNITY LIVING WALKERTON AND DISTRICT

(hereinafter referred to as "the Employer")

of the FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

(hereinafter referred to as "the Union")

of the SECOND PART

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 This Agreement shall apply to all Employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 29th day of November, 2001, and the Employer shall recognize the Union as the sole collective bargaining agent for:

All Employees of the Community Living Walkerton and District working in and out of the Municipality of Brockton, save and except Supervisors, persons above the rank of Supervisor, office and clerical staff.

Clarity Note - This bargaining unit includes Employees employed by Community Living Walkerton and District who may perform work outside of the Municipality of Brockton save and except Employees working in excluded positions.

2.02 The word "Employee" or "Employees" whenever used in the Agreement shall mean, respectively, an Employee or Employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2.03 Supported persons who are employed in some capacity by the Employer are expressly excluded from this Collective Agreement.

2.04 Definitions

- a) Full Time Employees – Full time Employees are those Employees who are regularly scheduled to work eighty (80) hours per two (2) week pay period.
- b) Part Time Employees – Part-time Employees are those Employees who are regularly scheduled for work of less than eighty (80) hours per two (2) week pay period.
- c) Special Services At Home (SSAH) Employees are those Employees who are employed solely under SSAH contracts.

These Employees are covered only under the following Articles:
Article 3, 4, 5, 8 and 12.

Individuals who work under SSAH shall be eligible to post for jobs under Article 11 but time spent performing work under SSAH contracts shall not be included in the calculation of that individual's seniority. Time spent performing work under SSAH contracts shall count only *vis a vis* other individuals employed under SSAH contracts.

An individual whose SSAH contract expires shall have no rights to displace another SSAH Employee.

The Employer shall prepare a separate seniority list for individuals working under SSAH contracts.

Individuals working under SSAH contracts shall have no right to grieve the termination of their contract by a party other than the Employer. Compensation under SSAH contracts is governed by the terms of the specific SSAH contract.

- d) Casual Employees – Casual Employees do not have a regular schedule of work. A casual Employee is available to be called in to replace full time and part time Employees on an as needed basis or utilized in accordance with Article 20.10(3).

Casual Employees shall have no seniority. Casual Employees may apply for part time job postings but shall not be considered until the application of part time Employees have been considered and no successful applicant under Article 11.04 has been identified.

Hours worked as a casual Employee shall be applied towards the completion of the probationary period where a casual Employee has been the successful applicant for a part time job posting. If the casual Employee successfully

completes the probationary period upon being awarded a part time job posting, she shall be credited with all hours worked as a casual Employee for seniority purposes.

Casual Employees shall progress on the wage grid in accordance with their hours worked.

ARTICLE 3 - NO DISCRIMINATION

3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by the Employer, the Union or their representatives because of membership in the Union or because of activity or lack of activity in the Union.

3.02 a) The Employer, the Union and the Employees agree that every Employee has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as these terms are defined by the *Ontario Human Rights Code*.

b) Employer and the Union agree that there will be no harassment as defined under the *Ontario Human Rights Code*, as amended.

ARTICLE 4 - UNION SECURITY

4.01 The Employer agrees to deduct from each Employee who is in the bargaining unit, as a condition of employment, an amount equal to the regular monthly Union dues as certified by the Union during the term of this Agreement.

4.02 Such dues shall be deducted from each pay for both full-time and part-time Employees commencing from their date of hire. **The Employer will provide the completed Union Dues template electronically.** Dues deducted shall be remitted to the Union not later than the fifteenth (15th) day of the following month. The Union agrees to keep the Employer harmless and indemnified from any claims against it by an Employee that arises out of any deduction under this Article.

4.03 The Employer shall include the amount of Union dues deducted each calendar year on the Employee's T-4 slip.

4.04 The remittances of Union dues which were deducted by the Employer will be accompanied by a list showing the names of those Employees from whom wages such deductions have been made.

4.05 The Employer will provide, on a quarterly basis, commencing in January of each year, updated mailing lists of all Employees which shall include their names, addresses and telephone numbers. Such lists shall be mailed to the Union's **London** office. For clarity, this provision shall be subject to the provisions of Article 14.01 of this Collective Agreement.

4.06 a) Each newly hired Employee will be provided with a copy of the Collective Agreement, a copy of the list of Union Stewards and their home phone numbers at the time of hire, and will be advised of the existence of the Union notice binders under Article 7.06.

b) The Employer shall advise the Chief Steward, Stewards, and the Union Office of the names, addresses, telephone numbers, assigned location and date of hire of newly hired Employees in the bargaining unit within ten (10) business days following their first shift worked.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management of the Association and its operations and the direction of the Employees are fixed exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

a) maintain order, discipline and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its Employees and to discipline or discharge Employees for just cause provided that a claim by an Employee who has acquired seniority that she has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;

b) select, hire, train, transfer, promote, classify, layoff and recall Employees, select Employees for positions excluded from the bargaining unit;

c) to determine and establish standards and procedures for the care, welfare, safety and comfort of the persons supported by the Employer;

d) determine the location of operations, the schedules of operations, the number of shifts; determine the methods of providing services; determine job content, the qualifications of an Employee to perform any particular job and the method to assess that performance; determine the equipment to be used and to use new or improved methods and equipment, to introduce, change or discontinue methods, services, job duties or processes; determine Employee work schedules, the number of Employees needed at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked, and require Employees to work overtime;

- e) during the scheduling of Employees, ensure continuity of care, staff/consumer familiarity and efficient operation of the Association.

5.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations on the Employer's rights.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike or other concerted activity, picketing, slowdown, either complete or partial, and the Employer agrees that there will be no lockout.

6.02 The definition of the terms "strike" and "lockout" in Article 6.01 shall be in accordance with the *Ontario Labour Relations Act, 1995*.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer agrees to recognize up to four (4) Stewards elected from amongst Employees who have successfully completed the probationary period to deal with any complaint or grievance. A Chief Steward may be elected or appointed from the above four (4) Stewards. The four (4) Stewards shall constitute the Union's Steward Committee.

7.02 The Union shall provide the Employer with written notification of the names of the Stewards. The Employer shall be required to recognize such representatives only from the date of receipt of this notice.

7.03 The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer and may not leave her regular duties without the consent of her Supervisor in advance. Upon receiving such consent, the Steward shall be permitted to leave her regular duties for a reasonable length of time, without loss of pay, to function as a Steward as provided in this Agreement. The time shall be devoted to the prompt handling of necessary Union business. Such consent from the Supervisor shall not be unreasonably withheld. A Steward shall not be allowed to leave her regular duties where such absence would mean a supported person(s) would be left unattended. When resuming her regular duties and responsibilities, such Steward shall notify her Supervisor. A Steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

- 7.04 The Employer will recognize a Negotiating Committee comprised of the Steward Committee to represent bargaining unit Employees with respect to negotiating renewals of this Collective Agreement. The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee and the Employer shall not be required to recognize any Committee member until it has been so notified.
- 7.05 The Employer and the Union shall each name up to three (3) representatives to the Employee Relations Committee which shall meet not less than quarterly per year at times mutually agreed upon by the parties. The purpose of these meetings will be to discuss matters of mutual concern but shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement. An agenda of matters for discussion will be prepared at least ten (10) working days prior to the meeting.
- 7.06 Notice Binders - The Employer shall provide binders for Union notices in each of its locations. Only notices that have received the prior written approval of the Executive Director, or his designate, may be posted in the binders. Such approval shall not be unreasonably withheld. Notices critical of the Employer will not be posted.

ARTICLE 8 - GRIEVANCES PROCEDURE

- 8.01 The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions herein set forth.
- 8.02 It is the mutual desire of the parties that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until the Employee first discusses the complaint with the responsible Supervisor. The complaint must be discussed with the Supervisor within five (5) days after the circumstances giving rise to it have occurred. Any complaint not presented within five (5) days shall be forfeited by the aggrieved Employee. The Supervisor shall give her response verbally within two (2) days of receiving the Employee's complaint.

Step 1 - If the complaint is not settled as provided for above, the Employee may submit a written grievance to the Manager or his/her designate within five (5) days of receiving the Supervisor's verbal response to the complaint. The grievance shall be signed by the Employee and shall identify the nature of the grievance, the specific provisions of the Agreement which are alleged to have been violated and the remedy sought. The Manager will give a written response to the grievance within five (5) days following the day on which the grievance was presented by the Employee. If the Employee does not receive a decision within the time limits

specified and the Employee wishes to proceed with the grievance, she must submit the grievance at the next step.

Step 2 - If the grievance is not settled, the Employee must forward the grievance in writing to the Executive Director within five (5) days of the date of the Manager's Step 1 response or the date the Supervisor's Step 1 response should have been provided. A meeting will then be held between the Executive Director and the Business Representative of the Union or their designates. The Employee and a Union Steward, if requested by the Employee, may be present.

This meeting shall be held within seven (7) days of the receipt of the grievance at Step 2. The Employer's written answer to the grievance shall be given within five (5) days following the date of this meeting. In the event that the Employer does not respond in the time provided and the Union wishes to proceed with the grievance, the Union must refer the matter to arbitration.

- 8.03 a) Policy Grievance - A policy grievance shall be defined as a grievance, filed by either the Union or the Employer, involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. It shall be submitted directly in writing at Step 2 within fourteen (14) days following the circumstances giving rise to the grievance. In the case of a policy grievance filed by the Employer, it shall be filed with the Union Representative at the **London** office. The provisions of this section may not be used with respect to a grievance directly affecting an individual Employee or a group of Employees. The remaining provisions of Articles 8 and 9, with the required amendments, shall apply to policy grievances.
- b) Group Grievance - Where a number of Employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each Employee who is grieving, to the Executive Director or his designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.04 Any individual or policy grievance which is not commenced or processed through the next stage of the grievance or arbitration procedure within the time specified shall be deemed to have been abandoned and/or withdrawn.

8.05 Suspension or Discharge

- a) A claim by an Employee who has successfully completed the probationary period that she has been unjustly disciplined or discharged shall be treated

as a grievance if a written statement of such grievance is submitted by the Employee at Step 2 within seven (7) days after the date of the discipline or discharge. If a suspension is grieved, the Employer in its sole discretion may elect to delay the enforcement of any suspension until the grievance is settled, withdrawn or determined by an arbitrator.

- b) At a meeting where an Employee is issued a suspension or is terminated, the Employee shall be advised of her right to request to have a Union Steward present, provided a Union Steward is readily available. Copies of notice of suspension or termination will be sent to the Union's **London** Office with a copy to the Chief Steward.

8.06 An Employee has the right to have Union representation at all/any steps of the grievance procedure. If a meeting is held with a seniority Employee where such Employee will be issued a suspension or discharge, such Employee shall have the right to the presence of a Steward. The Employer shall notify the Employee of this right in advance. Where no such meeting is held and the Employee is advised in writing, the Union will be provided with a copy of the written notice of suspension or termination.

8.07 a) An Employee, upon written request to the Manager of Finance and Administration, shall have the opportunity to view her personnel file in the presence of a member of management.

- b) All disciplinary written warnings and suspensions on an Employee's record will be purged from the Employee's personnel file after twenty-four (24) consecutive months of discipline-free actual service. It is understood that the purged portion of the file will not be used against the Employee in future matters.

ARTICLE 9 - ARBITRATION PROCEDURE

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of its desire to submit the grievance to arbitration. If a party elects to refer a grievance to arbitration, it must notify the other party in writing within fourteen (14) days of the date of the response by the Executive Director at Step 2 or the date the Executive Director's Step 2 response should have been provided.

9.02 The parties shall agree on a Sole Arbitrator. In the event that the Union and the Employer cannot agree within fourteen (14) days, either party may apply to the Office of Arbitration for the appointment of an Arbitrator.

- 9.03 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the Arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.
- 9.04 The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way, the provisions in this Agreement.
- 9.05 The parties agree that the steps, time limits and conditions specified in Articles 8 and 9 shall be binding upon the parties unless an extension of such time limits has been mutually agreed to in writing.

ARTICLE 10 - SENIORITY

- 10.01 Seniority shall be defined as length of continuous uninterrupted service within the bargaining unit.
- 10.02 During the probationary period, an Employee shall be considered as being employed on a trial basis and may be dismissed for any reason at the sole discretion of the Employer. The discipline or dismissal of a probationary Employee shall not be the subject to a grievance or arbitration.
- 10.03 Newly hired Employees shall serve a probationary period of one thousand and forty (1,040) hours worked. Probationary Employees shall have no seniority rights during this period. Upon completion of the probationary period, the Employee shall have his or her seniority dated back one thousand and forty (1,040) hours worked.
- 10.04 Seniority once established for an Employee shall be forfeited and the Employee's employment shall be deemed to be terminated if the Employee:
- a) voluntarily resigns from employment with the Employer;
 - b) retires;
 - c) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
 - c) fails to report for work within five (5) working days after being recalled by telephone call or registered letter from the Employer following a layoff;
 - e) fails to return to work upon the expiration of a leave of absence or utilized a leave of absence for a purpose other than that for which it was granted as indicated in the letter requesting the leave;

- f) is absent without leave for three (3) consecutive working days and without an explanation satisfactory to the Employer;
- g) is laid off for a period of eighteen (18) consecutive months; or
- h) does not perform work for the Employer for a period of six (6) months.

10.04 (1) Full-time Employees

- a) In the event of a reduction in full-time staff of a permanent or long-term duration, layoffs shall occur in reverse order of seniority in the position, providing the remaining Employees have the qualifications set out in Article 11.04.
- b) The full-time Employee whose position was lost as a result of the layoff but who was not laid off because of her seniority standing shall be assigned by the Employer to fill the full-time position held by the junior full-time Employee who was laid off under 10.04 (1) (a) above providing it is of a comparable number of hours. If the position is not of a comparable number of hours the full time Employee may displace the next most junior full time Employee or accept the layoff.

If two (2) or more full time Employees are to be assigned, the positions available as a result of the layoff shall be allotted on a basis of seniority from amongst the full-time Employees whose positions were lost as described above.

- c) A full time Employee who is laid off under 10.04 (1) (a) above shall be reduced to part time status unless she wishes to accept a layoff. If she is reduced to part time status she shall be placed on the part time seniority list in accordance with her seniority as calculated under Article 10.12.
- d) A full time Employee who has been reduced to part time status as a result of a layoff or who has been laid off out of the bargaining unit shall be given right of first refusal for temporary full time vacancies that may arise provided she possesses the qualifications set out in Article 11.04.

10.04 (2) Part Time Employees - In the event of a reduction in part time Employees of a permanent or long-term duration, a part time Employee (Employee "A") who is laid off from a location or whose regularly scheduled hours are reduced as a result of the re-assignment of a full time Employee under 10.04 (1) (b), shall have the right to either accept the layoff or reduction or exercise her seniority against a junior Employee (Employee "B") in another location who is regularly scheduled for the same number of hours or less per four (4) week schedule. Employee "B" shall then displace the next most junior part

time Employee in that location and so on until the junior part time Employee in that location is displaced, except that if, as a result of this process in a location, a part time Employee will lose more than fifteen (15) regularly scheduled hours bi-weekly (averaged over the four (4) week schedule) as a result of displacing the next most junior part time Employee in that location, she shall be able to exercise her seniority in a different location against a more junior Employee who is regularly scheduled for the same number of hours or less per four (4) week schedule.

A part time Employee who is displaced from a location under this procedure may exercise her seniority against a more junior Employee in another location who is regularly scheduled for the same number of hours or less per four (4) week schedule.

10.05 If a permanent vacancy occurs under Article 11.01 while Employees are on layoff, the posting provisions of Article 11 shall prevail and Employees shall thereafter be recalled in accordance with Article 10.06.

10.06 Recall Rights - Recall shall be in reverse order of seniority, provided the Employee to be recalled possesses the qualifications set out in Article 11.04.

It is the sole responsibility of the Employee who has been notified of her recall to notify the Employer of her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by telephone or Registered Mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day of mailing). The notification shall state the job to which the Employee is eligible to be recalled and the date, time and place at which the Employee is to report for work. The Employee is solely responsible for her proper address and telephone number being on record with the Employer.

10.07 No new Employees shall be hired until those laid off have been given the opportunity of recall subject to having the qualifications in accordance with Article 11.04.

10.08 Any agreement reached between the Employer and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

10.09 A full time Employee who has been reduced to part time status as a result of a layoff or who has been laid off out of the bargaining unit shall be given right of first refusal concerning any temporary full time vacancies that may arise provided she possesses the qualifications set out in Article 11.04.

- 10.10 The Employer will meet with the Union Representative and the Chief Steward or her designate forty-five (45) days in advance of any layoff to discuss the layoff and its implementation unless for circumstances beyond the control of the Employer such period of notice is not possible. In such case where forty-five (45) days notice is not possible, the Employer will meet with the Union Representative and the Chief Steward or her designate as soon as is reasonably possible to discuss the layoff and its implementation. Employees will receive notice of layoff in accordance with the *Employment Standards Act, 2000*.
- 10.11 It shall be the sole discretion of the Employer to decide the size and type of working force required to run its organization. The Employer in exercising this right agrees not to lay off a full time Employee and replace her regular working schedule with part time Employees.
- 10.12 In March and September of each year, a separate full time Employee and a separate part time Employee seniority list shall be prepared and posted by the Employer. This list shall include the Employee's classification and a copy will be given to the Chief Steward and a copy sent to the Union's **London** Office. For the purpose of calculating seniority for part time Employees, 2,080 hours will equal one (1) year of service. Full time Employees will carry their seniority of 2,080 hours equal to one (1) year of service upon movement to and from part time status.
- 10.13 An Employee who accepts a transfer or promotion out of the bargaining unit shall retain any seniority acquired to the date of such appointment and will continue to accrue seniority for up to twelve (12) months unless the Employer and the Union agree to a longer period.
- 10.14 Upon transfer to a full time position, the Employer shall divide the current hours of the part-time Employee by 2,080 to determine his/her position on the full time seniority list and to determine the Employee's vacation entitlement. The Employee shall be placed on the wage grid at the first step which provides the Employee with a wage increase.

ARTICLE 11 - JOB POSTINGS

- 11.01 Where a permanent full time or a permanent part time vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted by the Employer for a period of five (5) days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period. Temporary vacancies of less than six (6) months need not be posted save and except replacements for pregnancy/parental leaves. In the event a work site relocates to another address, it will not constitute the need for job postings. The Employer reserves the right to fill a vacancy on a temporary basis until the posting process

has been complied with and the successful applicant assigned to the job concerned.

11.02 The postings referred to in Article 11.01 shall stipulate the classification, wage rate assigned, location and the shifts required, and a copy shall be provided to the Chief Steward.

11.03 If no written applications are received from the posting, or if all seniority applicants are deemed unsuitable, the Employer may advertise externally.

11.04 In filling vacancies under Article 11.01, the Employer shall consider the following factors:

a) skill, ability and qualifications; and,

b) seniority.

Where the qualifications in factor (a) are relatively equal as between two (2) or more Employees, seniority shall govern.

The name of the successful applicant will be inserted into the Union binder.

11.05 A part time Employee promoted or transferred to a full time position within the bargaining unit pursuant to a posting under Article 11.01, shall serve a trial period for up to 320 hours worked in the new position. In all other situations, where an Employee is promoted or transferred to a new position within the bargaining unit pursuant to a posting under Article 11.01, shall serve a trial period for up to 240 hours worked in the new position. If the Employee is unable during this period to meet the requirements in a manner satisfactory to the Employer, or the Employee finds the job unsatisfactory, the Employee will be returned to her former position without loss of seniority and at the former hourly rate and the vacancy re-posted. Any other Employee promoted or transferred because of the rearrangement of positions shall be returned to her former position without loss of seniority and at the former hourly rate. Newly hired Employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.06 Promotions or transfers to positions outside of the bargaining unit shall not be subject to the provisions of this Agreement.

11.07 When it is necessary for the Employer to temporarily transfer an Employee to another classification, the Employee shall receive her regular rate of pay or the rate of the classification to which she is transferred, whichever is greater.

11.08 Where a vacancy is not filled internally in accordance with Article 11.01, until such time as the vacancy may be filled externally the Employer may temporarily

assign the vacancy to a part time Employee or Employees from the same location and/or another part time Employee or Employees who work at other locations who are oriented to the location where the vacancy exists and who have indicated to the Employer in writing their desire to work additional hours.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Employer may, at its discretion, grant an unpaid leave of absence provided that the Employee has successfully completed the probationary period. The Employee's request must be made in writing and indicate the reason for and the length of the leave requested. All requests must be submitted to the Executive Director not less than thirty (30) days in advance of the requested date of commencement of this leave. No leave for a period of greater than thirty (30) days, or such longer period as mutually agreed to by the Employee and the Employer, will be granted by the Employer. Emergency requests will be considered.
- 12.02 Pregnancy, parental, personal emergency leave and family medical leave shall be granted by the Employer in accordance with the *Employment Standards Act, 2000*, as amended. Copies of the provisions of the *ESA* with respect to these leaves will be posted in the Union binders at each location.
- 12.03 Jury and Witness Duty - If an Employee is required to serve as a juror in any court of law, or is required to attend jury selection, or is required to attend as a witness in a court proceeding in which the Crown is a party, or 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 at the Employer, the Employee shall not lose regular pay because of such attendance provided that the Employee:
- a) notifies the Employer immediately on the Employee's notification that she/he will be required to attend at court;
 - b) presents proof of service requiring the Employee's attendance;
 - c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt.
- 12.04 Bereavement Leave - Employees who have successfully completed their probationary period shall be granted up to three (3) consecutive calendar days of paid leave in the event of the death of an immediate family member (i.e., parent, child, spouse, same sex spouse, sibling, grandparent or parent-in-law, ward guardian, brother-in-law, sister-in-law, daughter-in-law or son-in-law) for the purpose of making arrangements for and/or attending the funeral. The day of the death or day of the funeral must be one of these days off. Payment shall be made only to the extent of time lost on days he was scheduled to work during the

above three (3) consecutive calendar days. In order to obtain pay under this Article, an Employee must provide proof of death if requested to do so.

12.05 Education Leave

- a) If required by the Employer, an Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade her employment qualifications.
- b) The Employer will endeavour to post notice of training courses at the central office in binders at the work locations which she receives that may be of interest to the Employees. The posting of such notice does not imply that the Employer endorses, sponsors, or will in any way compensate any Employee to attend.
- c) Where Employees are required by the Employer to attend an in-service, the time spent will be deemed to be time worked.
- d) A leave of absence, without pay, to take further education related to the Employee's work with the Employer may be granted upon written application by the Employee to the administration of the Employer. It is the sole discretion of the Employer to determine whether or not the leave will be granted, however, such leave shall not be unreasonably withheld.

12.06 If leave of absence is granted, the Employee shall be advised in writing with copy to the Union.

12.07 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an Employee does engage in gainful employment while on such leaves, he will be deemed to have quit and forfeit all seniority rights and privileges contained in this Agreement, unless otherwise agreed by the Union and the Employer.

12.08 Union Leave

- a) The Employer shall grant a leave of absence without pay to Employees to attend Union conventions, seminars or education classes provided that such leave will not interfere with the efficient operation of the Employer.
- b) In requesting such leave of absence for an Employee or Employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer.
- c) Such leave shall not exceed a total aggregate of twelve (12) days per year among all Employees utilizing such leave.

- d) The Employer will pay the regular salary to the Employee and bill the Union for the time. Time spent on approved Union leave during regularly scheduled hours will be coded as Union leave and paid out by the Employer and the Union will be billed for all such time paid.

ARTICLE 13 - HEALTH AND SAFETY

- 13.01 An Occupational Health and Safety Committee comprised of three (3) representatives from the Employer and three (3) representatives from the Employees shall be established and shall operate in accordance with the provisions of the *Occupational Health and Safety Act*.
- 13.02 A Joint Health and Safety Committee (the "JHSC") of three (3) representatives from each of the Employer and the Employees shall be established and shall meet quarterly. The JHSC's function is to identify situations that may be a source of danger or hazard to Employees and to make recommendations to the Employer and the Employees for the improvement of the health and safety of workers.
- 13.03 The Employer shall ensure that workplace inspections are carried out in accordance with the *Occupational Health and Safety Act* as amended.
- 13.04 Copies of incident reports relating to staff accidents or injuries shall be provided to the Co-chairs of the JHSC.
- 13.05 A copy of the WSIB Annual Summary as contemplated in Section 12 (1) of the *Occupational Health and Safety Act* shall be made available to the JHSC.
- 13.06 At the time an injury occurs, the Employer shall provide transportation for the injured Employee (if the Employee needs it) to a hospital or a physician located within a reasonable distance or to the Employee's home.

The Employer shall pay for the transportation.

ARTICLE 14 - GENERAL

- 14.01 It is the Employee's responsibility to keep the Employer informed of her current address and telephone number. If an Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an Employee.
- 14.02 All references to "days" in this Agreement shall exclude Saturday, Sunday and paid holidays, unless specified otherwise.

ARTICLE 15 – PAID HOLIDAYS

15.01 Subject to Article 15.02, the Employer recognizes the following days as paid holidays for full-time and part-time Employees:

New Year's Day	Canada Day
Family Day (3 rd Monday in February)	Civic Holiday
Easter Monday	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
	Boxing Day

or, in the case of full-time Employees, days celebrated in lieu.

Full time Employees shall be scheduled off for all paid holidays.

15.02 The Employee has no entitlement for that paid holiday if she fails, without reasonable cause, to work all of her last regularly scheduled day of work before the paid holiday or all of her first regularly scheduled day of work after the paid holiday.

15.03 A full time Employees who has agreed to work on a holiday or a part time Employee who is scheduled to work on a holiday and who does not report for work, shall forfeit her pay unless the absence is due to illness verified by a medical doctor's certificate, in which case the Employee will receive her regular rate of pay.

15.04 Paid holiday pay is defined as the total amount of regular wages and vacation pay payable to the Employee in the four (4) work weeks before the work week in which the paid holiday occurred, divided by twenty (20).

15.05 Where a part time Employee is scheduled to work on a paid holiday and the Employee works on such paid holiday, the Employee shall receive pay at time and one-half (1 ½) his/her regular hourly rate as well as holiday pay as calculated pursuant to the *Employment Standards Act, 2000*, as amended.

15.06 When a paid holiday falls on a full time Employee's regular day off she shall be granted another day off in lieu.

15.07 For part time Employees, paid holidays shall be observed on the day on which the paid holiday falls.

15.08 If a paid holiday is observed during a full time Employee's vacation period, the full time Employee shall receive an additional day off in lieu thereof at a time to be mutually arranged between the Employer and the Employee.

ARTICLE 16 – VACATIONS

16.01 Except as set out below, vacation credits cannot be used until they have been earned.

16.02 Full time Employees shall receive the following annual vacation with pay based on their completed years of service:

<u>Years of Service</u>	<u>Entitlement</u>
Less than five (5) years of service	Three (3) weeks
Five (5) or more years of service	Four (4) weeks
Seventeen (17) or more years of service.....	Five (5) weeks

16.03 Vacation credits may not be carried over to the next calendar year without the written approval of the Executive Director.

16.04 Vacation credits cannot be earned when a full time Employee is absent from work for periods of longer than two (2) weeks unless required by statute or when an Employee is absent from work for any period of time on an unpaid leave of absence.

16.05 Part time Employees - Part time Employees shall receive vacation and vacation pay in accordance with the provisions of the *Employment Standards Act*. Vacation pay for the previous seven (7) months shall be paid on the last payday ending the last pay period of June and vacation pay for the next five (5) months shall be paid on the last payday ending the last pay period of November. A part time Employee who has qualified for participation in the Employer's RRSP shall receive vacation pay in the amount of five percent (5%). A part time Employee who has qualified for participation in the Employer's RRSP and who has completed 10,400 hours of work shall receive vacation pay in the amount of six percent (6%).

16.06 Vacation Scheduling

Employer to post schedule February 1st in each year.
Employees to submit requests by February 8th in each year.
Employer to respond to requests by February 28th.
For the Christmas period, defined as December 20th – January 3 in each year, the Employer will respond by December 1st of each year.

Vacation requests shall be considered in order of seniority at each location and shall be granted in order of seniority having due regard for the requirements and efficiency of the operations at each location.

Vacation requests received after February 8th will be considered by the Employer on a first come, first served basis having due regard for the requirements and efficiency of the operations at each location. The Employer will provide a response in writing granting or denying the request within two (2) weeks of receipt of a written request.

The Employer reserves the right to schedule vacations for those Employees who have failed to request vacation by February 8th in each year.

ARTICLE 17 – PERSONAL LEAVE

17.01 Personal leave pay will be granted to full time Employees on the following basis:

- a) personal illness
- b) family illness
- c) inclement weather
- d) medical/dental/legal appointments
 - Employees are expected to arrange for appointments outside of work time
 - a minimum of three (3) work days notice is required for requests for leave
 - emergency or unforeseen cancellations will be individually negotiated
 - all leaves to be approved by the immediate Supervisor
- e) bereavement not covered by the bereavement leave policy
- f) to offset the 2 (two) week waiting period for short term disability claims.

17.02 (a) Full time Employees will be granted fifteen (15) personal leave days per calendar year, expressed in hours. New Employees in the calendar year will have their credits prorated on the basis of the percentage of the calendar year remaining.

(b) Effective April 1, 2012, part-time employees who have completed their probationary period, will be granted one (1) personal leave day (to a maximum of four (4) hours total) per calendar year, expressed in hours. New part-time employees in the calendar year will have their credits prorated on the basis of the percentage of the calendar year remaining.

Effective January 1, 2013, part-time employees who have completed their probationary period, will be granted two (2) personal leave days (to a maximum of eight (8) hours total) per calendar year, expressed in hours. New part-time employees in the calendar year will have their credits prorated on the basis of the percentage of the calendar year remaining.

- 17.03 Personal leave credits which have not been used in the calendar year may not be carried over from one (1) calendar year to the next.
- 17.04 There shall be no payout of unused personal leave credits.
- 17.05 If personal leave is taken due to personal illness of three (3) consecutive days or more, the Employee may be requested by her Supervisor to present proof of illness and fitness to return to work in the form of a medical certificate acceptable to Community Living Walkerton and District.
- 17.06 The number of hours of personal leave credits used will be deducted from the total personal leave credits (as expressed in hours) remaining.
- 17.07 An Employee absenting herself on account of personal leave must notify her Supervisor, or in the absence of her Supervisor, the On-Call Supervisor, as soon as possible before she would report for work and in any case, not less than two (2) hours before the time they would normally report for work.

ARTICLE 18 – EMPLOYEE BENEFITS

- 18.01 The Employer will bear one hundred percent (100%) of the premium cost of the following for full time Employees who have completed three (3) calendar months of service:

- Group Life, AD&D and Weekly Indemnity
- Extended Health Care Plan
- Long-Term Disability Insurance Plan

All of the benefit plans described in the Employer booklets shall be as more particularly described and set forth in their respective benefit plans and policies.

- 18.02 a) The Employer will bear sixty-five percent (65%) of the premium cost of the following for full time Employees who have completed three (3) calendar months of service:

- Dental Care Plan - The benefit plan described in the Employer booklet shall be as more particularly described and set forth in the benefit plan and policy

of insurance. Each Employee's share of the premium payments shall be deducted directly from the Employee's regular pay.

b) Vision Care - **\$225/24 months**

c) Reflexology/Massage Therapy - **\$500 per year**

18.03 The Employer's sole obligation under Article 18 is restricted to the payment of all or a portion of premiums. Fulltime Employees should refer to the plan documents to identify the limitations and exclusions of the various plans. Any dispute over payment of benefits under any plan or policy shall be adjusted directly between the full time Employee and the insurer concerned.

18.04 For a full time Employee who is not actively employed, the Employer shall only be required to remit its portion of premium payments for the month in which the Employee ceases to be actively employed, subject to any requirements under applicable legislation.

18.05 The Employer shall pay the single or family premium rate or portion thereof for the above plans unless there is duplicate coverage available under an Employee's spouse's plan.

18.06 Should the Employer's sick plan qualify for a rebate in the Employment Insurance premium paid, the Employees agreed to forego their share of such rebate in favour of the Employer due to increased Employee benefits.

18.07 Article 18 applies only to full time Employees who have completed three (3) calendar months of service.

18.08 Percentage In Lieu of Benefits for Part Time Employees:

<u>Effective Date</u>	<u>In Lieu Payment</u>
October 1, 2010	thirty-five cents (35¢) per hour worked

** This is not paid for Special Services at Home Hours.

ARTICLE 19 – TRAVEL AND EXPENSES

19.01 Any Employee who, as part of her position is required to use her personal vehicle for authorized Employer business, must possess a current valid driver's license (G or higher) and submit proof that she has at least \$1 million public liability and property damage insurance. With the exception of emergency or unexpected situations, Employees are not required to use their personal vehicles to transport supported persons on scheduled outings. Effective the first month following the

date of ratification, employees who use their personal vehicle to perform authorized Employer business, shall be paid an allowance of forty-one cents (41¢) per kilometre driven in a calendar month which shall be full compensation for the use of the vehicle, including all costs and insurance. This per kilometre rate shall be increased to **forty-two cents (42¢) effective October 1, 2012** and **forty-three cents (43¢) effective October 1, 2013**. The kilometre allowance shall be paid upon receipt of an official travel expense form on a calendar month approved by the Employee's immediate Supervisor and paid in the next month.

For Clarity - Employees shall not receive mileage allowance for travel to the first residence or facility at which they are required to attend on that particular day, nor shall an Employee be compensated for travel from the last residence or facility at which they are required to attend on that particular day.

19.02 The Employer shall reimburse Employees for certain expenses (for example, meals, accommodation) if such expenses are approved by the manager in writing prior to being incurred. An Employee is required to submit an itemized statement of expenses along with receipts before the Employee will be reimbursed.

ARTICLE 20 - HOURS OF WORK

20.01 The provisions of this Article with respect to both full and part time Employees are for the purpose of computing overtime and shall not be construed to be a guarantee of hours of work per day, per week or per pay period.

20.02 The days of work for any Employee or groups of Employees, and the starting and stopping times will be determined by the Employer in accordance with the requirements of the Employer and the needs of the persons supported.

20.03 a) Posted work schedules will specify the shifts of the full time and part time Employees and any open shifts which may be available. Schedules for full and part time Employees will be posted four (4) weeks in advance. Such schedules shall be for a twelve (12) week period.

b) No Employee will be scheduled or assigned by the Employer to work more than six (6) consecutive days without the Employee's consent. Any agreement between Employees to exchange shifts or cover off another Employee's shift which results in an Employee being scheduled or assigned for more than six (6) consecutive days, shall not constitute a violation of this Article.

20.04 a) Normal hours of work for full time Employees shall be forty (40) hours per week as averaged over the four (4) week schedule.

- b) Normal hours of work for part time Employees shall be less than forty (40) hours per week averaged over the four (4) week schedule.
- 20.05 Subject to operational requirements Employees may exchange shifts provided they receive prior approval from the Employer and provided it does not negatively impact on program needs or the needs of supported persons. Such exchange of shifts will not result in any premium and/or overtime payments by the Employer. Wherever possible, one (1) week's notice of a request for exchange of shift will be provided to the Employer.
- 20.06 (a) The Employer will continue its current practice with respect to the scheduling of hours for part time Employees.
- (b) Regularly scheduled shift schedules ("line") shall not include shifts of less than four (4) hours duration. Training sessions, staff meetings, supported employment/job coaching shifts and shifts which are shortened or cancelled for reasons beyond the Employer's control are excluded from the four (4) hour minimum requirement.**
- 20.07 The Employer will continue its current practice with respect to meal breaks.
- 20.08 Each overnight shift will include nine (9) hours which will be compensated at the Night Rate of Pay. Night Pay shall be paid between 10:00 p.m. and 7:00 a.m..
- 20.09 Prior to the Posting of the Schedule – Additional shifts which are available prior to the work schedule for a location being posted will be offered to part time Employees who are regularly scheduled to work in the location on a rotational basis commencing with the most senior part time Employee. Shifts that remain unfilled prior to the schedule being posted will be assigned to junior part time Employees who are regularly scheduled to work at the location in reverse order of seniority, up to a maximum of seventeen (17) hours biweekly above their regular schedule, provided it does not create an overtime situation.
- 20.10 Following the Posting of the Schedule – In the event that additional shifts are available which the Employer requires to be filled become available after the schedule has been posted, such shifts shall be filled in the following manner:
- 1) Additional shifts shall be offered equitably among part time Employees who work at the residence/location where the additional shift is available.
 - 2) If the shift(s) remains unfilled, the Employer will offer it (them) equitably among part time Employees who do not work at the residence/location, but who have been orientated to that residence/location.

- 3) If the shift(s) remains unfilled, the Employer may offer it (them) equitably among casual Employees who have been orientated to that residence/location.
- 4) If the shift(s) remains unfilled and the Employer still requires that it be filled, the Employer shall offer it (them) equitably among full time Employees at that residence/location.
- 5) If the shift still remains unfilled and the Employer requires it to be filled, it may be filled by the Senior Support Worker.

20.11 The Employer agrees to provide a minimum of twenty-four (24) hours notice of the cancellation of a shift except in instances beyond the control of the Employer.

20.12 Overtime – An Employee who is authorized by the Employer and does work in excess of 176 hours averaged over a four (4) week period (i.e. two (2) pay periods) will be entitled to be paid at the rate of one and one-half (1 ½) times his or her regular rate of pay for all hours worked in excess of 176 hours during such four (4) week period.

All overtime must be authorized by the Employer and approved in advance.

Employees who exchange shifts with other Employees and/or get another Employee to work his/her shift shall not be able to include those hours in the calculation to determine if he/she has worked in excess of 176 hours in the four (4) week period.

All hours worked pursuant to Special Services at Home contracts will not be included in determining whether an Employee has worked more than 176 hours in the four (4) week period.

There shall be no pyramiding of public holidays worked, overtime, lieu time or any hours paid at premium time for any purpose whatsoever under this Collective Agreement.

ARTICLE 21 – GROUP RRSP

21.01 Each full time Employee must participate in the Group RRSP Plan upon the completion of six (6) months of continuous employment with the Employer. For each such Employee, the Employer will match five percent (5%) of the wages for each Employee who contributes five percent (5%) of his/her earnings to the Plan.

For each permanent part time Employee who has completed two (2) consecutive years of employment with the Employer (providing such Employee has earned thirty-five percent (35%) of the year's maximum pensionable earnings or who has

worked at least 700 hours in each of the two (2) consecutive calendar years immediately before joining the Plan) and who wishes to join the RRSP Plan, the Employer will match five percent (5%) of the wages for each Employee who contributes five percent (5%) of his/her earnings to the Plan.

ARTICLE 22 – NO CONTRACTING OUT

22.01 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of a bargaining unit Employee results.

ARTICLE 23 – WAGES

23.01 Attached to and forming part of this Agreement as Schedule “A” is the wage grid.

23.02 Employees shall be paid biweekly.

ARTICLE 24 – TERM

24.01 This Agreement shall commence on the 1st day of October **2011** and end on the 30th day of September **2014**, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party’s intention to terminate this Agreement or to negotiate revisions thereto.

DATED THIS _____ DAY OF _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE 'A'

Support Worker				
	Start	1040 hours	2080 hours	4160 hours
October 1, 2008	\$15.23	\$15.59	\$15.96	\$17.04
October 1, 2009	\$15.88	\$16.24	\$16.61	\$17.69
October 1, 2010	\$16.33	\$16.69	\$17.06	\$18.14

Developmental Support Worker				
	Start	1040 hours (Time in Job)	2080 Hours (Time in Job)	4160 Hours (Time in Job)
October 1, 2008	\$16.52	\$16.93	\$17.34	\$18.51
October 1, 2009	\$17.17	\$17.58	\$17.99	\$19.16
October 1, 2010	\$17.62	\$18.03	\$18.44	\$19.61

Night Rates	
October 1, 2008	\$11.00

Each full and part time employee in the bargaining unit who are still on the payroll of the Employer as of April 22, 2011, shall be paid an educational stipend equal to twenty-cents (20¢) per hour worked in the period from January 1, 2011 to December 31, 2011.

Each full and part time employee in the bargaining unit shall receive an amount equal to twenty-cents (20¢) per hour for all hours worked in the period from January 1, 2012 to December 31, 2012. This amount shall be paid as a lump sum payment in March of 2013 and shall be subject to the required deductions.

Each full and part time employee in the bargaining unit shall receive an amount equal to twenty-cents (20¢) per hour for all hours worked in the period from January 1, 2013 to December 31, 2013. This amount shall be paid as a lump sum payment in March of 2014 and shall be subject to the required deductions.

The effective dates for the increases in mileage, employee benefits, vision care and personal leave day for part time employees shall be the first day of the month following the date of ratification.

The Amounts set out above shall not be paid on hours worked in the Special Services at Home Program.

Percentage In Lieu of Benefits for Part Time Employees:

Effective Date

In Lieu Payment

October 1, 2010 thirty-five cents (35¢) per hour worked

** This is not paid for Special Services at Home Hours.

LETTERS OF UNDERSTANDING

1) **Re: Insured Benefits**

If the Employer puts the insured benefits package out to tender, the SEIU Trusteed Benefit Plan shall be eligible to submit a bid.

2) **Re: Additional Funding**

Should any additional funds over and above those required to fund the negotiated increases/improvements in the Collective Agreement be made available to the Employer from the funding Ministry which are designated by the funding Ministry for wages and/or benefits, the Employer shall meet with the Union to discuss the distribution of those funds.

The above **two (2)** letters of understanding dated this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

