



Community Living Dufferin

Collective Agreement



Canadian Union of Public Employees, Local 3083

April 1, 2011 to March 31, 2014

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ARTICLE 1 – PURPOSE

- 1.01 This agreement is entered into by the parties in order to provide for orderly collective bargaining relations between them. It is the desire of both parties to cooperate in maintaining a harmonious relationship.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer agrees to recognize the Union as the bargaining agent of all employees of Community Living Dufferin in the town of Orangeville save and except assistant supervisor, persons above the rank of assistant supervisor, office and clerical staff, persons employed pursuant to special government grants, programs or projects.

2.02 Use of Volunteers

- a) Bargaining unit work shall only be performed by bargaining unit members. The use of students, volunteers or any other persons not in the bargaining unit to perform bargaining unit work is strictly prohibited unless mutually agreed to in writing by the parties to this Collective Agreement. This includes managers covering or replacing bargaining unit members except in cases of emergency, for training, appointments or orientation purposes.
- b) The parties recognize that students are hired for purposes of covering the vacation period of May 1st to September 15th.
- c) Where a parent or a representative of a person supported by Community Living Dufferin or by the person himself/herself enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer, the Employer shall only use bargaining unit members to provide such supports or services.
- d) It is agreed that volunteers, including students, coop students, parents and others who provide assistance to the Employer on a paid or unpaid basis, shall be used only to enrich programs or provide other services, and shall not be used if such use affects the terms and conditions of employment of a bargaining unit employee, or replaces, or is used in lieu of employing a bargaining unit employee. The parties recognize that volunteers, students and parents may support people by attending and/or travelling with people supported by Community Living Dufferin on vacations, day trips, etc.

2.03 Work of the Bargaining Unit

- a) In order to provide job security for the members of the bargaining unit, the employer agrees that all work or services presently performed, in addition to work hereafter assigned to the bargaining unit, shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed in whole or in part, to any other plant, person company or non union employee except as directed by the Ministry of Community and Social Services (MCSS) or cases mutually agreed to between the Union and the Employer.

- b) The Employer shall give the union sixty (60) days notice in writing in the event the Employer and/or Ministry is contemplating or planning permanent reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.
- c) The Employer shall meet with the Union within five (5) working days of the written notice or as soon as possible thereafter at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.

2.04

- a) The word "employee" or "employees" wherever used in this agreement shall mean only those employees in the bargaining unit defined above.
- b) The word "full-time employee" when used herein shall mean persons regularly employed for more than twenty-five (25) hours per week.
- c) The word "part-time employee" when used herein shall mean persons regularly employed for not more than twenty-five (25) hours per week and students employed during the school vacation period.

2.05 Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the parties so require.

ARTICLE 3 – MANAGEMENT FUNCTIONS

3.01 The Union acknowledges and recognizes that the management of the Employer's operation and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an express provision of this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) make and enforce and alter from time to time rules and regulations to be observed by all employees;
- c) hire, assign duties, transfer, promote, demote, classify, layoff, recall, retire, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this agreement may be the subject of a grievance and dealt with as hereinafter provided;

- d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, the direction of the working force, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments and working schedules, the methods of doing the work and the working establishment for any service and the standards of performance for all employees;
- e) determine the qualifications of employees, the number of employees required by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage its operations.

3.02 Employer Lobby

- a) The Employer agrees to lobby the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobby will be for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.
- b) The Employer further agrees to attend a forum hosted by CUPE where the concept of central bargaining will be explored.

3.03 Annual Review

The parties agree to meet annually at Labour/Management in order to review part-time positions that may be converted to full-time. The first review will take place no later than four (4) months following ratification of the collective agreement. Information on employees working full-time and part-time can be found in Community Living Dufferin's shared files under staff information/telephone lists. The CUPE National Representative shall be included in the meetings.

ARTICLE 4 – HEALTH AND SAFETY

4.01 General

- a) It is the Employer's responsibility to provide a healthy and safe environment, and it is the responsibility of the employees to facilitate the establishment and maintenance of a healthy and safe environment. It is the responsibility of the Employer to provide mandatory training to all staff in Adult Services in how to recognize the onset of aggressive/violent episodes and the procedures for handling such episodes.

- b) There shall be a health and safety committee, made up of an equal number of management and bargaining unit employees, and the committee shall carry out the duties prescribed by the occupational health and safety Act and the regulations and amendments thereto.
- c) The Employer shall provide the employee with pertinent information relative to the potential for experiencing aggression and/or violence within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken with providing care for the person being supported.
- d) Debriefing and post-traumatic counselling for individuals who have been exposed to violence will be made available by qualified outside practitioners as soon as possible after the incident. Where an employee requires time off to attend debriefing or post-traumatic counselling it will be without loss of pay.
- e) Employees may request a transfer because of exposure to violence and shall be accommodated where reasonably possible.

4.02 Situations of Potential Abuse

In the event a risk of abuse from a specific person supported by Community Living Dufferin arises, the Employer, an elected representative of the Union and the affected employees shall work together to develop a plan to protect the safety of the employees.

4.03 Return to Work

Employees who are ill or injured are entitled to Union representation when their Return to Work Program is being developed and implemented.

4.04 Refusal to Work Where Health or Safety is in Danger

- a) An employee may refuse to carry out duties if the employee has reason to believe such duties are likely to endanger the employee, another worker, an unborn child, a person supported by Community Living Dufferin or the public, as defined by the occupational health and safety Act. Employees shall enjoy the full protection of the Act in all areas relating to discipline, remuneration and seniority.
- b) Upon refusal to work, employees shall promptly report the refusal to the manager who shall as soon as practicable investigate the refusal in the presence of the employee and worker representative on the health and safety committee. Employees must remain at work until the investigation is completed.

4.05 Violence in the Workplace

a) Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- **Provide and maintain a safe and healthy workplace;**

- Support and promote an environment that is respectful and address conflict in a professional manner
 - Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.
- b) While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of everyone is of primary importance. The Joint Health and Safety Committee shall develop and establish effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

4.06 Joint Health and Safety Committee (JHSC)

- a) The Employer and Union agree to maintain a Joint Health and Safety Committee. Union representatives to the JHSC shall be bargaining unit members selected by the Local Union.
- b) All employees have the right to bring forth in writing to the Health and Safety Committee, any situation that threatens their well being.
- c) The Union shall select at least one (1) bargaining unit member to act as Health and Safety Representative. The Health and Safety Representative shall have all the powers and responsibilities entitled to a Health and Safety Representative as stipulated under the Act.

In addition, a Health and Safety Representative shall have the power to:

- i) identify situations that may be a source of danger or hazard to employees;
 - ii) make recommendations to the employer and the workers for the improvement of the health and safety of employees; and
 - iii) recommend to the employer and the workers the establishment, maintenance and monitoring programs, measures and procedures respecting the health or safety of employees.
- d) It is agreed that all members of the JHSC will successfully complete certification training. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense, and will be considered as time worked with no loss of wages.
- e) A member of a committee is entitled to:
- i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - ii) such time as is necessary to attend meetings of the committee; and
 - iii) such time as is necessary to carry out the member's duties.

- f) A member of a committee shall be deemed to be at work during the times as set out in these clauses and the member's employer shall pay the member for those times at the member's regular or premium rate of pay.

4.07 Definition of Violence

- The exercise of physical force by a person against another person, in a workplace, that causes or could cause physical injury
- An attempt to exercise physical force against another person, in a workplace, that could cause physical injury to the worker
- A statement or behaviour that is reasonable for a person to interpret as a threat to exercise physical force against a person, in a workplace, that could cause physical injury to the person.

4.08 Reporting

When a worker is severely injured, the union will be advised within 24 hours of the employer becoming aware.

4.09 Hazard/Risk Assessment

The Employer shall in consultation with the JHSC assess the hazards/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. The parties must take into account the circumstances of the workplace and circumstances common or similar workplaces.

Results of the assessment shall be provided in writing to the JHSC. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma.

4.10 Provision of Information

The Employer agrees to provide information, instruction and supervision, related to a risk of workplace violence and harassment, about a person with a history of harassing or violent behaviour when:

- i) The worker can be expected to encounter the person in the course of his or her work; and
- ii) The risk of violence is likely to expose a worker to physical or psychological injury/trauma.

In particular, the employer shall:

- i) advise a worker of the existence of any potential or actual danger to the health or safety of the worker of which the supervisor is aware;

- ii) provide a worker with written instructions regarding a person supported as to the measures and procedures to be taken for protection of the worker; and
- iii) take every precaution reasonable in the circumstances for the protection of a worker.

4.11 Training

The Employer in consultation with the Health and Safety Committee, will review any recommendations flowing from the committee and shall develop, establish and provide educational programs and all training the JHSC deems appropriate to protect workers. The Employer agrees to provide training and information on the prevention of violence and harassment to all employees who come into contact with potentially aggressive persons. This training will be required initially during the orientation period and updated on an annual basis for all employees. Training will be treated as time worked and employees will be paid their rate as per the collective agreement.

4.12 Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent abusive/violent or traumatic incidents, counselling and support must be available to help employees recover from such incidents. This support shall include, but not be limited to, debriefing sessions and workplace accommodations, where possible.

4.13 Compensation

When an employee in the exercise of her/his functions suffers damage to his/her personal belongings, the employer will review the situation and make a decision whether or not to fund the replacement or repair of item in question.

4.14 Staffing Levels to Deal with Potential Violence

The Employer agrees to maintain an adequate number of bargaining unit members to ensure a healthy and safe workplace for employees and supported individuals at all times. When personal protection is warranted, the employer will investigate possible solutions. For example: pagers, portable phones, alarms, camera and video equipment, etc.

4.15 Reporting

The Committee and the Union shall be provided a copy of the annual WSIB incident summary which will then be posted in the workplace.

4.16 Inclement Weather

The Employer recognizes the right of employees to cancel or re-schedule any activity(ies) that require use of CLD vehicles when there are issues with inclement weather.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Union.
- 5.02 The Union agrees that there will be no Union activity or solicitation for membership on the Employer's premises, except as provided for in this agreement.

ARTICLE 6 – MERGERS AND AMALGAMATIONS

- 6.01 In the event the Employer merges or amalgamates in whole or in part with any other body, the Employer shall make its best efforts to protect employees' seniority rights, service-related benefits and all terms and condition of employment, including wage rates.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

- 7.01 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the term of the agreement, and the Union agrees that there will be no strike, slowdown, sit-down, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this agreement and return to work and perform their regular duties. The words strike and lockout shall have the meaning given to them in the Labour Relations Act of Ontario as amended from time to time.

ARTICLE 8 – CHECK-OFF

- 8.01 The Employer will deduct from each pay period, an amount equal to Union dues as authorized in writing by the Union and remit the same by cheque to the Secretary-Treasurer of the Union by the fifteenth (15th) day of the month next following deduction along with a list of the names and classification of employees from whose pay the deductions have been made. The amount of Union dues paid by each employee shall be included on the T-4 slips annually.

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- 8.02 The Union agrees to keep the Employer harmless and indemnified from any claims against it by an employee or any other party which arises out of any deduction under this Article.
- 8.03 The Employer may, in its discretion, grant a leave of absence without pay to employees (either full-time or regular part-time and who have completed their probationary period), up to a maximum of **300** hours per calendar year, for Union business and training, provided that:
- a) such leave does not unduly interfere with the operational requirements of the Employer, and
 - b) the Union gives fourteen (14) working days notice of such leave to the Employer.
 - c) the members of the Local executive committee must find their own replacement following the Employer's staff replacement procedure, and
 - d) no additional premium or overtime costs shall result for the Employer
- 8.04 The Employer will pay for the attendance of Union officers at grievance hearings, labour/management meetings, and up to ten (10) days of negotiations. The Employer will also pay employees to act on the occupational health and safety committee, the joint job evaluation committee and any other committee as agreed upon between the Employer and the Union.
- 8.05 The Union shall pay for the attendance of Union officers at arbitration, and Union sponsored training courses.
- 8.06 All time utilized by Union Officers will be paid by the **Employer through the current time entry system and CUPE will reimburse Community Living Dufferin for all hours entered and paid.**

ARTICLE 9 – UNION REPRESENTATION

- 9.01 The Employer acknowledges the right of the Union to appoint or select from amongst full-time and regularly scheduled part-time employees, who have completed their probationary period, a total of three (3) Stewards.
- 9.02 The Union recognizes and agrees that the Stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the Stewards during working hours in order to assist an employee in presenting his grievance to the designated representative of the Employer in accordance with the grievance procedure. In accordance with this understanding, the Employer agrees to compensate the Steward at his regular straight time hourly rate for time lost from his regular working hours when servicing grievances hereunder provided the Steward shall first obtain the permission of his immediate Manager before absenting himself/herself from his duties. Such permission shall not be unreasonably withheld. Prior to returning to work, the Steward must report to his immediate manager.

- 9.03 The Employer agrees to recognize a negotiating committee composed of up to four (4) employees who have completed their probationary period to represent both the full-time and part-time employees whose function shall be to negotiate renewals of this agreement as provided for in Article 28. At least one (1) of the above employees on the negotiating committee shall be a full-time employee and at least one (1) shall be a regularly scheduled part-time employee. The Employer agrees to compensate the members of the negotiating committee for time lost from regular working hours while meeting with the Employer, to negotiate renewals of this Collective Agreement on the same basis as provided for in Article 9.02 above until either party requests the Minister of Labour to appoint a Conciliation Officer.
- 9.04 The Union must notify the Employer in writing of the names of the stewards and the names of the executive committee and members of all recognized committees and the respective effective dates of their appointment before the Employer is obligated to recognize the same. It is understood that the president of the Union or designate and the executive director or designate are automatically members of all recognized committees in addition to those representatives specified.
- 9.05 The Employer and the Union shall each name up to four (4) representatives to the labour/management committee which shall meet no less than twice per calendar year at times mutually agreed upon by the parties. If four (4) employees are appointed or selected by the Union, one (1) such employee must be a regularly scheduled part-time employee. The purpose of the meetings will be to discuss matters of mutual concern. It is understood that an individual matter which could be processed through the grievance and arbitration procedures provided in this agreement shall not be discussed at these meetings.
- 9.06 The Union may request the presence of a representative from C.U.P.E. to assist in matters dealt with in this agreement as may the Employer request the presence of a consultant. When the presence of the C.U.P.E. representative is requested, the executive director shall be notified prior to the visit.
- 9.07 All correspondence between the parties shall pass between the Local Union recording secretary or designate and the executive director or designate.
- 9.08 **The Union shall meet with new employees for a maximum of fifteen (15) minutes following the Employer's orientation in order to supply a collective agreement and review terms and conditions therein.**
- 9.10 **In cases wherein an employee has been criminally charged arising from their completion of their duties with the Agency, the Employer agrees to meet with the Union after the case has been settled in order to discuss the employees legal costs.**
- Any union representation during the investigation/proceedings must be approved by management if it involves time lost from work. This time lost from work will be at the expense of the union.**

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01

- a) A grievance shall be defined as a difference between the parties relating to the interpretation, application, administration, or alleged violation of the Collective Agreement.
- b) The grievance procedure as hereinafter set forth shall serve and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition and final settlement arising in respect of the interpretation or alleged violation of this agreement and the specifically designated grievance procedure shall be followed.

10.02 It is understood that an employee has no grievance until he/she has first given his immediate manager an opportunity to adjust his complaint. If an employee has a complaint he/she shall discuss it with his immediate manager within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred. The Employee shall have the assistance of his steward. If he/she so wishes, provided that this shall not prevent an employee from discussing any personal matter with his immediate manager. Failing settlement, it shall then be taken up as a grievance within five (5) working days following advice of the immediate manager's decision in the following manner and sequence:

Step I

The employee shall submit a written grievance signed by him/her to his immediate manager or director of the applicable service where appropriate. The employee may be accompanied by his steward if he/she so wishes. The nature of the grievance, the remedy sought and the sections of the agreement which are alleged to have been violated shall be set out in the grievance on the prescribed form. The immediate manager shall deliver his decision in writing within five (5) working days following the day on which the grievance was presented to him/her. Failing settlement, then:

Step II

Within five (5) working days following the decision under Step I, the employee shall submit the written grievance to the executive director or designate. The executive director will meet with the grievor and the steward to review the grievance. The executive director may have such counsel and assistance as she may desire at this meeting as may the Union request the presence of the Union staff representative. Failing settlement, the decision of the executive director or designate shall be delivered in writing within seven (7) working days from the date on which the grievance meeting was convened.

10.03 Failing settlement, under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written

notification for arbitration is received with ten (10) working days from the date of the decision under Step II above is given, the grievance shall be deemed to have been settled.

- 10.04 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step II above within five (5) working days after the circumstance giving rise to the grievance have originated or occurred and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this article may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed.
- 10.05 All written agreements reached under the grievance and arbitration procedures between the representative of the Employer and the representative for the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance and arbitration procedure shall be mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. The parties may agree to waive or extend any of the time limits established in the grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.
- 10.06 For the purpose of this agreement, working days shall not include Saturdays, Sundays and paid holidays.

ARTICLE 11 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 11.01 In the event an employee who has completed his probationary period is called to a meeting at which a **verbal, written, suspension or discharge discipline** will be implemented, such employee shall have the right to have a steward present if he/she so wishes. The steward shall act primarily in an observer capacity during the meeting with the right to seek clarification as necessary.
- 11.02 Such grievance(s) may be settled under the grievance and arbitration procedures by:
- a) confirming the Employer's action in discharging the employee;
 - b) reinstating the employee with full compensation;
 - c) by any other arrangement which is just in the opinion of the parties or the arbitration board if appointed.
- 11.03
- a) Any record of discipline shall be removed, or deemed to have been removed, from an employee's personnel file after twenty four (24) months.
 - b) The record of discipline for a serious occurrence, as defined by the Ministry, will be deemed to be removed from an employee's record after twenty four (24) months for the purposes of further discipline by the agency.

- c) The Ministry can investigate any serious occurrence at any time; therefore disciplinary action related to a serious occurrence may not be physically removed from an employee's file.

ARTICLE 12 – ARBITRATION

- 12.01 When either party submits a grievance to arbitration it shall advise the other party in writing naming its nominee to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a chairperson for the Board of Arbitration. If they are unable to agree upon such chairperson with a period of ten (10) working days, they may then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.
- 12.02 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.
- 12.03 The arbitration board shall not have the jurisdiction to amend or add to any of the provisions of this agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this agreement.
- 12.04 No matter shall be dealt with at arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 12.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union and the employees or where there is no majority, the decision of the chairman.
- 12.06 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the fees and expenses of the chairman of the arbitration board.

ARTICLE 13 – SENIORITY

- 13.01
- a) Seniority, as referred to in this agreement, shall mean the length of continuous service in the bargaining unit as either a full-time employee or part-time employee computed from an employee's most recent date of hire as a full-time employee or part-time employee and shall include service with the Employer prior to the date of certification of the Union by the Ontario Labour Relations Board.
- i) There will be one seniority list for both full-time and part-time employees.
- ii) In the event of the same date of hire, the greater seniority will be determined alphabetically by surname.
- iii) In the event of a lay-off, full-time employees can only displace full-time employees, and part-time employees can only displace part-time employees.

- b) A full-time employee shall be considered on probation and shall not be subject to the seniority provisions of this agreement nor shall her name be placed on the seniority list until after such time as she has completed six (6) months continuous employment with the Employer in a full-time position in the bargaining unit since her most recent date of hiring as a full-time employee. After completion of her probationary period, such employee's seniority date shall be from her most recent date of hire in the bargaining unit as a full-time employee.
- c) A part-time employee shall be considered on probation and shall not be subject to the seniority provisions of this agreement nor shall her name be placed on the seniority list until after such time as she has completed a minimum of six (6) months active work and at least six hundred and twenty four (624) hours. If after six (6) months, an employee has not completed six hundred and twenty four (624) hours, he/she will remain on probation until she reaches six hundred and twenty four (624) hours. After completion of her probationary period, such employee's seniority date shall be from his most recent date of hire in the bargaining unit as a part-time employee.
- d) All new employees who are on probation shall have no seniority rights. Notwithstanding any provision to the contrary or that provides otherwise in the Agreement, the Employer shall have the right, in its sole discretion, to terminate the employment of any probationary employee without just cause at any time during the probationary period. Probationary employees whose employment is terminated by the Employer in accordance with the foregoing sentence shall not have any recourse to the grievance procedure under this Agreement except with respect to:
 - i) allegations of violations of the *Ontario Human Rights Code* in connection with the Employer's decision to terminate the employment of any probationary employee without just cause in which case the onus shall be on the Union and the grievor(s) to prove any such allegation(s); and
 - ii) accrued and outstanding monetary amounts owed by the Employer to the probationary employee(s) through the last day of their employment during the probationary period.
- e) A regularly scheduled part-time employee who is successful in posting into a full-time position in his classification shall be given a trial period of up to five hundred and twenty (520) hours. A regularly scheduled part-time employee who is successful in posting into a full-time position in a different classification shall be given a trial period of up to one thousand and forty (1040) hours. A relief employee, who has completed his probationary period, and who is successful in posting into a regularly scheduled part-time position or a full-time position shall be given a trial period of up to one thousand and forty (1040) hours. An employee who is successful in posting to an upgraded position shall be given a trial period of up to one thousand and forty (1040) hours.

At any time during the trial period if either the Employer or the employee determines that the employee does not have the skills or ability to perform the job or cannot meet the requirements of the job, the employee shall be returned to either his former job or job similar to his former job at the Employer's option.

- f) Persons employed pursuant to special government grants, programs or projects, who are awarded by the Employer a posted position covered under the terms of the Collective Agreement, immediately upon expiry of the special government grant, program or project shall have a maximum of one thousand and forty (1040) hours credited to them for the sole and only purpose of computing probationary service in the full or part-time position they are awarded.
- 13.02 Seniority shall be lost and an employee shall be deemed to have quit his employment with the Employer if he/she:
- a) resigns his employment in writing;
 - b) is discharged and not reinstated through the grievance and arbitration procedure;
 - c) fails to report to work within seven (7) days after issuance of notice of recall by registered mail to his last address on record with the Employer;
 - d) is laid off for a period in excess of twelve (12) months;
 - e) fails to report to work upon the expiration of any leave of absence granted to him/her without a satisfactory reason;
 - f) utilizes a leave of absence for a purpose other than that for which it was granted;
 - g) retires;
 - h) is absent for three (3) consecutive working days, unless he/she provides a satisfactory reason.
- 13.03 It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.
- 13.04 The seniority list shall be updated and posted each January at which time a copy shall be sent to the Union.

ARTICLE 14 – JOB POSTINGS

14.01

- a) When regularly scheduled full-time job vacancies or regularly scheduled part-time job vacancies or relief vacancies occurring as a result of pregnancy or parental leave under Article 24.02 or a leave which is known in advance will exceed three (3) months in duration occur within the bargaining unit, the Employer will post a notice with respect to such job on the bulletin boards as set out in Article 16.01 for seven (7) calendar days.

b) Such notice shall stipulate the title, qualifications, location, rate of pay of the position concerned, and the position summary as set out in the job description.

c) Job Qualifications

Should job qualifications be amended by the Ministry or other government regulations, bargaining unit members will be given the opportunity to upgrade their qualifications in order to maintain their current position and any other position with the same qualifications for the purposes of job posting. Time lines for this upgrading to be discussed with the bargaining unit member at the time.

d) Only interested employees who meet the minimum academic qualifications set out in the posting may apply. Such applications must be submitted in writing within the seven (7) calendar day posting period.

e) It is understood the Employer may fill the permanent job vacancy on a temporary basis not to exceed three (3) months. (This may be extended by an additional three (3) months by mutual written agreement between the Union and the Employer.) In every such instance, the Employer shall notify the Union of its intentions.

f) Temporary Position Qualifications

When an employee accepts a position on a temporary basis without having the required qualifications for the position, it is understood by both management and Union that if a permanent position subsequently became available in the same or higher category, the employee would not be considered fully qualified for the position. It is further understood that the employee would not be successful in applying for the position until they attained the required educational component. This issue will not become the subject of a grievance.

g) The Employer will select from the applicants in accordance with the terms and conditions as set out in Article 14.02

h) The original vacancy will be posted and covered by this article. The first resulting vacancy shall also be posted for a period of four (4) working days only. All other vacancies created by the filling of the two (2) posted job vacancies referred to above will be filled in accordance with Article 14.02.

14.02 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skills, qualifications and ability to relate to the people being supported are equal between two or more employees, seniority on a seniority list basis shall be the directing factor when decisions are made with regard to promotions and transfers within the bargaining unit.

14.03 Notwithstanding Article 14.02, if no written applications are received on last day of posting, or if none of the applicants have the required skills, qualifications and ability to relate to the people being supported, the Employer may fill the vacancy from other sources. Any vacancy resulting from filling of a posting from another internal source shall be a second posting as per Article 14.01 f).

- 14.04 If an employee is successful in obtaining a regularly scheduled full-time or regularly scheduled part-time vacancy hereunder, the Employer need not consider such employee for any further vacancy for a period of twelve (12) months from the date of his selection for a job under this article.
- 14.05 No employee shall be transferred to a position outside the bargaining unit without his consent.
- 14.06 No outside applicant for any vacancy within the bargaining unit shall be considered until all qualified bargaining unit applicants excluding members covered under Article 14.04 have received full consideration for the vacancy under Article 14.02.
- 14.07 Any employee who wants to transfer to a position equal to his current position within the bargaining unit, must submit a letter to management for consideration prior to the position being posted.

ARTICLE 15 – LAYOFF, RECALL, AND REDUCTION IN HOURS

15.01

- a) In the event of a permanent reduction of the work force or a permanent reduction of hours which is defined as employees whose weekly scheduled hours is reduced by twenty percent (20%) or more for more than two (2) weeks, the Employer agrees to provide no less than two (2) months notice of such reduction to affected employees. The Employer agrees to lay off employees in reverse order of seniority as set out on the seniority list provided that in the opinion of the Employer, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, employees who remain or displace other employees on the basis of seniority are willing and have the skills, qualifications and ability to relate to the people being supported to do the work which is available.
- b) Employees as defined in (a) above and who are in receipt of a permanent lay off notice may choose to displace an employee or elect to accept the lay off. The process will be as follows:
- i) Employees will indicate, in writing, within three (3) days that they are accepting the lay off or that they wish to displace a position
 - ii) The Employer will determine and advise the employee of the least senior employee to be displaced within their employment status (full-time to full-time, part-time to part-time) by position within a service (i.e., Adult Services or Children Services) first, e.g., full-time support worker IV to full-time support worker IV.
 - iii) If there are no positions available within the employee's position and employment status, the employee may elect to displace the least senior in the next lower paid position. The Employer will determine and advise the employee of the least senior employee to be displaced in the next lower position, e.g., full-

time support worker IV to full-time support worker III, or begin the displacement process in another service if no positions are identified.

- iv) If there are no positions available in order for an employee to displace they may elect to be placed on the relief list.
- c) In the event of a temporary loss of shift or temporary reduction of hours by more than twenty percent (20%) and for less than two (2) weeks an employee may elect to replace those hours by displacing the least senior employee or accept the loss of shift or hours. The following process will apply:
- i) The Employer will attempt to give at least seventy-two (72) hours notice of the cancelled shift or reduction in hours.
 - ii) The employee must request in writing to their manager, that they wish to replace the lost shift or hours within ten (10) hours of their notice of cancellation.
 - iii) Employees will displace the least senior employee in their employment status (full-time to full-time, part-time to part-time) by position first or lower provided they have the qualifications, skill and ability and are orientated to the site.
 - iv) Such employee may accept the hours as designated by the Employer to be worked as replacement hours.
 - v) The rate of pay for the replaced hours shall be at the rate of pay for the position in which the hours are worked.

15.02 When recalling employees after a layoff, those last to be laid off as set out on the seniority list will be the first to be recalled provided that, in the opinion of the Employer, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the employee(s) to be recalled is willing and has the skills, qualifications and ability to relate to the people being supported to do the work to which he/she is assigned. An employee who is recalled within twelve (12) months of the date of layoff will be credited with the seniority he/she had accumulated to the date of layoff.

15.03 New employees shall not be hired until those on layoff have been given the opportunity for recall to their former position. An employee may refuse recall until his former position becomes available provided that he/she has not lost his seniority and has not been deemed to have quit his employment pursuant to Article 13.02. It is further agreed when an employee refuses recall to other than his former position, the Employer may hire a new employee to fill the position for which the recall opportunity was available and thereafter such position shall not be available to employees exercising recall rights unless the position again becomes vacant.

15.04 No external agency staff will be utilized while there are any regular employees on layoff unless the employee(s) have refused the work.

ARTICLE 16 – BULLETIN BOARDS

- 16.01 The Employer shall provide **one (1)** bulletin board located at the Main Office for the convenience of the Union in posting notices regarding regular meetings and educational seminars. In work locations where a bulletin board is not provided, notices of union activity may be placed in the daybook. All such notices must be signed by the proper officer of the Union and submitted to the Employer for approval in writing before being posted or placed in the daybook, such approval shall not be unreasonably withheld.

ARTICLE 17 – GENERAL

- 17.01 An employee may request the examination of his personnel file annually and it shall be shown to the employee at a time mutually agreed upon by the Employer and the employee and in the presence of a person designated by the Employer.
- 17.02 The cost of providing copies of this agreement will be shared equally between the Union and the Employer.
- 17.03 The Employer, in its discretion, agrees to endeavour to give two (2) weeks' notice to full-time employees and regularly scheduled part-time employees who are transferred by the Employer to a totally new **supported person(s)** caseload.

ARTICLE 18 – HOURS OF WORK

- 18.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

18.02

a) **Adult Services – Full-time Employees in the Options and Cafeteria Programs**

The regularly assigned hours shall not exceed eighty (80) hours in a two (2) week period. The Employer shall attempt as much as practicable to base this period on eight (8) hours per day between the hours of 7:00 a.m. and 7:00 p.m. from Monday to Friday inclusive.

Should a special circumstance arise, and the Employer and full-time employee mutually agree, the eight (8) hour time period may be extended but is not to exceed eighty (80) hours in a two (2) week period. Split shifts shall not be scheduled.

It is agreed and understood that only when full-time employees are required to remain on the premises of the Employer during the one-half hour meal period shall such full-time employee be paid for the meal period and they shall be required to perform such duties as are necessary during the meal period.

b) **Adult Services – All Regularly Scheduled *Part-time* Employees in the Options and Piecework Programs**

The regular work week shall be five (5) days from Monday to Friday inclusive. The regular assigned hours of work shall not exceed fifty (50) averaged over a two week period. Where the shift exceeds five (5) hours regularly scheduled part-time employees will be given a one-half ($\frac{1}{2}$) hour unpaid meal period.

c) **Adult Services – *Full-time* Employees in Residential Program**

The regularly assigned hours shall not exceed eighty (80) in a two (2) week period. The Employer shall attempt as much as practicable to base this period on eight (8) hours per day, forty (40) hours per week. This shall include a paid meal period of one-half ($\frac{1}{2}$) hour. It is understood that full-time employees in twenty-four (24) hour support homes must remain on the premises of the Employer during the paid one-half ($\frac{1}{2}$) hour meal period and shall be required to perform such duties as are necessary during such meal period.

d) **Adult Services – All Regularly Scheduled *Part-time* Employees in the Residential Program**

The regularly assigned hours shall not exceed fifty (50) in a two (2) week period. Where the shift exceeds five (5) hours they shall receive a paid one-half ($\frac{1}{2}$) hour meal period during which such regularly scheduled part-time employees must remain on the premises of the Employer and shall be required to perform such duties as are necessary during meal periods.

e) **Adult Services – *Full-time* Employees Weekends and Asleep Nights in the Residential Program**

It is agreed that Article 18 and Article 19.03 do not apply to weekend and support worker nights (asleep shift). The hours of work for these classifications are set out in Appendix "B" attached hereto and forming part of this agreement.

f) **Adult Services – *Full-time* Employees Awake Nights in the Residential Program**

The regular assigned hours shall not exceed eighty (80) in a two (2) week period. Such full-time employees shall not be required to work more than ten (10) hours per shift.

g) **Adult Services – Regularly Scheduled *Part-time* Employees Awake Nights in the Residential Program**

The regularly assigned hours shall not exceed fifty (50) hours in a two (2) week period.

h) **Adult Services – Regularly Scheduled *Part-time* Employees in Employment Plus**

The regular hours of work shall not exceed fifty (50) hours in a two (2) week period.

i) **Adult Services – Relief**

Relief workers or relief drivers shall be requested to work as required by the Employer.

j) **Adult Services – Van Drivers**

The regular work hours shall be calculated from the time the driver commences driving the van for the scheduled route until the van is parked at the end of each schedule route. This includes the time required for washing, gassing up and vacuuming the vehicle. The driver shall be paid at his regular straight time hourly rate for additional authorized time required to take the vehicle for equipment installation.

k) **Children's Services – All Full-time Employees in the Resource Program**

The regular hours of work shall not exceed eighty (80) in a two (2) week period. The Employer shall attempt as much as practical to base this period on eight (8) hours per day forty (40) hours per week.

l) **Children's Services – All Regularly Scheduled Part-time Employees in the Resource Program**

The regular hours of work shall not exceed fifty (50) hours in a two (2) week period.

18.03 Scheduling

- a) Work schedules for employees will be posted seven (7) days in advance. The Employer shall endeavour to provide employees with twenty-four (24) hours notice of any change in the work schedule. **The work schedules for group homes cover a six (6) week period and will be posted at the houses two (2) weeks before the end of the current schedule for all regularly scheduled part-time and full-time employees.**
- b) In the event that an employee is scheduled to work and such employee reports for work and no work is available, the employee shall be given three (3) hours work, or may upon the employee's request, take leave without pay, after speaking with a manager. When in doubt as to who will stay for the shift, it will be up to the manager to decide.
- c) Employees recognize the need to work additional hours and agree to cooperate with the Employer in the performance of the same. In order to ensure continuity of service in emergency situations, it is agreed and understood that employees shall remain at work beyond the conclusion of their regular shift until they are relieved by another employee.
- d) **Part-time employees may work up to eighty (80) hours in a two (2) week pay period consisting of forty-four (44) hours in one (1) week and thirty-six (36) in the other or vice-versa. It is the employee's responsibility to keep track of any hours and notify a supervisor/manager if they will be going into overtime before booking that shift.**

18.04 The Employer may, in its discretion, agree to a job-sharing arrangement.

In the event management approves a job-sharing proposal brought forward by an employee, the following terms and conditions would apply:

- a)
 - i) The job sharers shall not be eligible for or covered under any of the employee benefits set out in Article 25 of the Collective Agreement.
 - ii) All other service and non-service benefits will be pro-rated during the job sharing period, (i.e. seven and a half (7.5) vacation days, or after five (5) years - ten (10) vacation days, three and a half (3.5) sick days (two (2) personal), etc.). Which is to say - they will be shared equally, except when one employee accrues additional vacation time. The Employer is not liable for any payment in excess of what is required for one full-time employee under the Collective Agreement. Payments are to be shared, not duplicated. In no event shall payments or benefits be greater than if the position were occupied by one employee instead of two.
- b) Individual wage rates for each job-sharing employee will be determined in accordance with the Collective Agreement.
- c) Hours and days of work will be established by the Employer in accordance with service needs.
- d) In the event one part of the party resigns, is discharged, or is unable, in the opinion of the Employer, to fulfill the requirements of the job, the position will be reposted. The other job share position would become redundant.
- e) The job sharing employees will continue to be members of the bargaining unit. Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.

18.05

- a) The Employer will offer additional hours of work in another home/area that are available to employees who are qualified and available to do the work, and can do hours without taking split shifts providing those employees do not exceed the maximum hours for part or full-time employees as set out in the Collective Agreement. Employees may refuse the additional hours.
- b) Notwithstanding Articles 18, 19 and Appendix "A" of the Collective Agreement, the parties agree that full-time and regularly scheduled part-time employees may be requested to work, on a relief basis, hours in excess of their regularly assigned hours of work provided:
 - i) the total scheduled and relief hours for such employees shall not exceed eighty (80) hours in a two (2) week period.

- ii) such employees advise their manager in writing of their availability to work relief hours and perform relief duties.
- iii) That the Employer follows, in all but extenuating circumstances (employee calling in sick within two hours of the beginning of their shift, or while on shift), the following sequence outlining the manner in which staff are called in:
 - a. Permanent full-time and permanent part-time employees in their house/program at their regular rate
 - b. Relief employees.
 - c. Full-time and permanent part-time employees willing to work at relief rate.
 - d. Full-time and permanent part-time employees from other homes/programs willing to work at their regular rate only.
 - e. Full-time permanent part-time, and relief at overtime rate.
- iv) The decision to work extra hours at relief rate will be voluntary.
- v) Summer students, employed from May 1st to September 15th, will be offered all of the available vacation hours to a maximum of eighty (80) hours each in a two (2) week period, before the procedure outline in (iii) above becomes applicable.

ARTICLE 19 – OVERTIME

- 19.01 Employees recognize the need for overtime and agree to cooperate with the Employer in the performance of the same. In order to ensure continuity of service in emergency situations, it is agreed and understood that employees shall remain at work beyond the conclusion of their regular shift until they are relieved by another employee.
- 19.02 It is agreed that there will be no duplication of premiums under this agreement nor pyramiding of overtime. **Employees must be physically at work over 44 hours in a week or 80 hours in a pay period to qualify for overtime. Use of sick/personal time, vacation days, leaves of absence, lieu days for stats, bereavement etc., are not considered in the overtime calculation because employees are not *physically* at work.**
- Employees who work additional hours on a statutory holiday will receive only time and a half for all hours worked. However, if an employee then *physically* works more than 44 hours in a week or 80 hours in a pay period not including the stat holiday hours, they will then qualify for overtime.**
- 19.03 Except as noted in Article 19.04, if any employee is authorized to work and does work in excess of eighty (80) hours averaged over a two (2) week period he/she will be compensated by either of the following at the option of the Employer:

April 1, 2011 to March 31, 2014

- a) Lieu time off at the rate of one and one-half (1 ½) times the time so worked, (such lieu time for full-time employees or regularly scheduled part-time employees to be taken within sixty (60) days of the overtime worked unless the Employer and the full-time employee or regularly scheduled part-time employee mutually agree in writing to extend such time limit); or
 - b) Payment of an overtime premium at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for time so worked.
- 19.04 Where the Employer accepts a full-time employee or regularly scheduled part-time employee's proposal to accompany someone supported by Community Living Dufferin on an overnight holiday or a vacation such full-time or regularly scheduled part-time employee shall be compensated at this regular straight time hourly rate on the following basis:
- a) Full-time employees shall be compensated for a total of sixteen (16) hours in each twenty-four (24) hour period.
 - b) Regularly scheduled part-time employees shall be compensated for a minimum of eight (8) hours in each twenty-four (24) hour period. Payment in excess of eight (8) hours shall be at the discretion of the Employer.
 - c) A full-time or regularly scheduled part-time employee may, at their discretion, waive the payment made by someone supported by CLD to accompany them on an overnight holiday or vacation. Such waiver shall be made by the employee in writing prior to accepting such an assignment.

ARTICLE 20 – PAID HOLIDAYS

- 20.01 For the purposes of this agreement the following days will be recognized as paid holidays for full-time employees and regularly scheduled part-time employees:

New Years Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition to the holidays specified above, full-time employees shall be entitled to one (1) floating holiday during each calendar year upon the completion of their probationary period. This additional floating holiday shall not be a premium day and in selecting the date for the observation of the floating holiday, consideration will be given to the wishes

of the full-time employee but failing mutual agreement, the Employer's decision will govern.

- 20.02 A full-time employee or regularly scheduled part-time employee who is required to work on a holiday shall be paid at one and one-half (1 ½) times their regular hourly rate for all hours worked and in addition the Employer shall grant another working day for the holiday which shall be mutually agreed upon by the employee and his manager and the day so substituted shall be deemed to be the paid holiday.

Generally, employees qualify for paid holidays unless they fail, without reasonable cause, to work:

- Their entire regularly scheduled shift before or after the paid holiday; or
- Their entire shift on the paid holiday if they agreed or were required to work that day.

- 20.03 Where a holiday falls on a full-time employee or regularly scheduled part-time employee's day off or during such employee's vacation period the Employer shall grant another working day for the holiday which shall be mutually agreed upon by such employee and his manager and the day designated shall be deemed to be the holiday provided such employee qualifies in accordance with the conditions as set out in Article 20.02 above. Any employee may be paid his regular straight time hourly rate for the holiday instead of receiving another working day off.

- 20.04 When a full-time employee or regularly scheduled part-time employee is required to work on a holiday and does not work, the entitlement set out in Article 20.02 above shall not apply.

- 20.05 For the purpose of the application of this Article scheduled shifts in which the majority of hours fall on a holiday shall be deemed to be worked on a holiday.

- 20.06 A working day substituted for the holiday by the Employer for full-time employees or regularly scheduled part-time employees pursuant to Article 20.02 or 20.03 shall be taken within sixty (60) days of the recognized paid holiday unless the Employer and the full-time or regularly scheduled part-time employee mutually agrees in writing to extend such time limit.

ARTICLE 21 – VACATIONS

Full-time Employees

- 21.01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from January 1st to the following December 31st; and the following vacation provisions shall apply to full-time employees:

Full-time Vacation Entitlement:

1 to 5 years	15 days	6%
5 to 15 years	20 days	8%
One (1) additional day per year for each completed year after 15 years of service to a maximum of five (5) additional days. Percentage to be adjusted as appropriate.		

21.02

- a) Vacation time must be taken within eighteen months of the beginning of the vacation year in which it is accrued.
- b) Notwithstanding Article 21.02 a), full-time employees who have completed more than five (5) years of continuous service as of December 31st may carry over a maximum of ten (10) days vacation to the next vacation year. Such ten (10) day vacation carry over must be used in the vacation year next following.

21.03 The Employer will post a vacation schedule form listing full-time employees no later than January 31st. A full-time employee must indicate his vacation preference on a vacation request form and submit the form to his manager by February 15th. The Employer shall finalize the vacation schedule and shall post a list by February 28th/29th. The Employer shall endeavour to grant chosen vacations. It is recognized that the final decision concerning the scheduling of vacations resides with the Employer. Should more than one full-time employee desire the same vacation time, such vacation time shall be granted according to seniority and subject to operational requirements of the Employer. Full-time employees shall not be granted more than three (3) consecutive weeks vacation at any one time except as authorized by the Employer.

21.04 A full-time employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he/she leaves without giving two (2) weeks' notice of termination in which case he/she shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.

Regularly Scheduled Part-time Employees

21.05 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from January 1st to the following December 31st and the following vacation provisions shall apply to regularly scheduled part-time employees:

- a) Regularly scheduled part-time employees shall be entitled to vacation without pay based on the length of continuous service as of December 31st of the vacation year in question as follows:
 - i) Such employees who have completed one (1) year of continuous service as of December 31st, but less than five (5) years of continuous service shall receive vacation pay equal to four percent (4%) of their wages for the previous year.

- ii) Such employees who have completed more than five (5) years of continuous service, but less than 15 years of service, as of December 31st shall receive vacation pay equal to six percent (6%) of their wages for the previous year.
 - iii) One (1) additional day per year for each completed year after 15 years of service to a maximum of five(5) additional days. The parties agree that the vacation percentage increase will not be applied until the fifth day maximum has been reached.
 - iv) Vacation time must be taken within eighteen months of the beginning of the vacation year in which it is accrued.
 - v) Notwithstanding Article 21.05 iv, regularly scheduled part-time employees who have completed more than five (5) years of continuous service as of December 31st may carry over a maximum of ten (10) days vacation to the next vacation year. Such ten (10) day vacation carry over must be used in the vacation year next following.
- b) A regularly scheduled part-time employee must submit his preference for vacation to his manager by February 15th. It is recognized that the final decision concerning the scheduling of vacations resides with the Employer. Should more than one regularly scheduled part-time employee desire the same dates, such time shall be granted according to seniority.
- c) Vacation pay for regularly scheduled part-time employees shall be added to every pay at the appropriate rate. Employees will be advised that they may set up direct transfer to ensure banking of vacation pay. A regularly scheduled part-time employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive vacation pay in accordance with the provisions of the Employment Standards Act.
- 21.06 Relief workers and relief drivers shall be granted vacation pay in accordance with the requirements relating thereto and as defined in the Employment Standards Act.

ARTICLE 22 – SICK LEAVE AND PERSONAL TIME OFF

Full-time Employees

- 22.01 Pay for sick leave is for the sole and only purpose of protecting the full-time employee when he/she is ill and unable to work or for personal time off work and will be granted on the following basis:
- a) Full-time employees who have completed their probationary period shall accrue .92 of a day for each month of active work to a maximum of eleven (11) days of sick leave each year to take when ill. A maximum of four (4) of such eleven (11) days credit may be taken as personal non-premium days off work. Such personal time off work cannot be taken in conjunction with or as an extension to a full-time employee's vacation time.

- b) Probationary full-time employees shall also accrue .92 of a day for each month of active work which may only be used for sick leave purposes during the probationary period. Upon completion of their probationary period, such full-time employees shall be able to use a maximum of four (4) days as personal non-premium days off work for the remainder of the calendar year.
 - c) A full-time employee will be advanced eleven (11) sick days at the beginning of each calendar year against their yearly accrual. Any or all of this time may be used immediately for sick leave and for personal leave purposes. Should the employee leave active work for any reason referenced in Article 22.01 d) prior to accruing sufficient sick benefits to cover sick time used in advance of accrual, the employee shall have the amount of sick leave time owing to the Employer deducted from their final pay cheque.
 - d) Employees off on WSIB continue to accrue sick benefits.
Employees off on maternity leave, parental leave, long-term disability, E.I. sick leave, or any unpaid leave of absence shall not accrue sick benefits.
 - e) A full-time employee upon returning to work from sick leave may be requested to present proof of sickness and fitness to return to work in the form of medical documentation from a duly qualified medical doctor.
 - f) Full-time employees shall not be entitled to sick leave for sickness or accident compensable by the Workers' Compensation Board.
 - g) Any full-time employee absenting himself/herself on account of illness must notify the Employer on the first day of illness and each succeeding day of illness before the time he/she would normally report for work. Failure to give adequate notice may result in loss of sick leave benefits. In cases where the full-time employee knows in advance he/she will be absent or will be absent for an extended period, he/she shall so notify the Employer and the daily notification requirement will be waived.
 - h) Full-time employees shall, when advance notice is available, give as much advance notice as is possible to the Employer of their intention to use a personal day.
- 22.02 Credits allocated to full-time employees under this Article 22.01 shall not be cumulative from year to year. An employee shall be paid an amount equal to fifty percent (50%) of unused credits to a maximum of four and one half (4.5) days as of December 31st of the calendar year. Full-time employees may bank up to a total of forty (40) hours of sick leave entitlement to carry over with 50% payout of balance.

Regularly Scheduled Part-time Employees

- 22.03 Pay for sick leave is for the sole and only purpose of protecting the regularly scheduled part-time employee when he/she is ill and unable to work or for personal time off work and will be granted on the following basis:
- a) Sick leave will be allowed for sickness for such employees on the basis of one (1) hour sick leave for each twenty (20) regularly scheduled hours worked per pay;

- b) Part-time staff do not receive long-term disability benefits. As such the employee may accumulate unused sick time to a maximum of three hundred (300) hours to be used in a case of prolonged illness. On a regular basis, part-time staff should not exceed six shifts due to personal time/illness per calendar year. All unused sick leave may be accumulated to the credit of such employee to a maximum of three hundred (300) hours in total at any one time.
- c) Once these credits are earned they may be used when sickness renders such employee unable to perform assigned duties. Such credits shall be used on the basis of a maximum of twelve (12) hours per day or a maximum of twenty-five (25) hours per week depending upon the regularly scheduled hours of the employee. Sick leave credits used will be deducted from the total credits accumulated.
- d) Such employees upon returning to work from sick leave may be requested to present proof of sickness and fitness to return to work in the form of medical documentation from a duly qualified medical doctor.
- e) Such employees shall not be entitled to sick leave for sickness or accident compensable by the Workplace Safety and Insurance Board (WSIB).
- f) Any such employee absenting himself/herself on account of illness must notify the Employer on the first day of illness and each succeeding day of illness before the time he/she would normally report for work. Failure to give adequate notice may result in loss of sick leave benefits. In cases where the employee knows he/she will be absent for an extended period he/she shall so notify the Employer and the daily notification requirement will be waived.
- g) Following one year of service as a regularly scheduled part-time employee, a maximum of four (4) of the employee's regular shifts per calendar year may be used from the employee's sick bank credits, as personal time off work. Such personal time off work cannot be taken in conjunction with or as an extension to an employee's vacation time.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01

- a) In the event of the death of a full-time employee's or regularly scheduled part-time employee's parent, spouse, common-law spouse, sister, brother, child, mother-in-law, father-in-law, grandparent or grandchild, the Employer agrees to grant:
 - i) the full-time employee a leave of absence of three (3) consecutive calendar days **to be started within four (4) calendar days** immediately following the death and further agrees to compensate the bereaved full-time employee for time lost from work to a maximum of three (3) days pay at his regular straight time hourly rate.
 - ii) the regularly scheduled part-time employee a leave of absence of three (3) consecutive calendar days **to be started within four (4) calendar days**

immediately following the death at his regular straight time hourly rate for hours regularly scheduled.

- b) In the event the employee's spouse, or their above mentioned relatives the Employer agrees to grant:
 - i) the full-time employee a leave of absence of three (3) consecutive calendar days **to be started within four (4) calendar days** immediately following the death and further agrees to compensate the bereaved full-time employee for time lost from work to a maximum of three (3) days pay at his regular straight time hourly rate.
 - ii) the regularly scheduled part-time employee a leave of absence of three (3) consecutive calendar days **to be started within four (4) calendar days** immediately following the death at his regular straight time hourly rate.
- c) Where the internment, cremation or memorial takes place at a date later than three (3) days from the date of death, the employee will be entitled to take one day of their bereavement leave at the appropriate time in order to attend the internment, cremation, or memorial, within the same calendar year. Should the internment, cremation, or memorial take place in the subsequent calendar year, the Employer shall approve at least one day from the employee's bank of sick time for personal leave for the purpose of the employee attending such an internment, cremation, or memorial.

Definition of Parent

In this Article "parent" is to be interpreted broadly, and includes step-parents and same-sex parents.

23.02

- a) In the event of the death of a full-time employee's or regularly scheduled part-time employee's aunt, uncle, niece or nephew, the Employer agrees to grant a leave of absence for lost time from work of one (1) day or one (1) shift respectively, at the employee's regular straight time hourly rate.
- b) In the event of the death of a full-time employee's spouse's or regularly scheduled part-time employee's spouse's aunt, uncle, niece or nephew, the Employer agrees to grant a leave of absence for lost time from work of one (1) day or one (1) shift respectively, at the employee's regular straight time hourly rate.
- c) Employees will be entitled to only one such leave per year as per a) or b) above.

23.03 If the employee requires additional time, they may use whatever time they have available to them. Unpaid compassionate leave is available upon request.

23.04 A full-time employee or a regularly scheduled part-time employee will not be eligible to receive payment under the terms of this Article for any period in which he/she is receiving payments in the form of disability or sick leave benefits or Workers' Compensation benefits.

ARTICLE 24 – LEAVE OF ABSENCE

- 24.01 The Employer may, in its discretion, grant a leave of absence with or without pay to a full-time employee or a regularly scheduled part-time employee for legitimate personal reasons. Whenever possible requests for a leave of absence shall be submitted in writing to the employee's immediate manager at least thirty (30) days in advance of the leave.
- 24.02 Pregnancy and parental leave shall be granted in accordance with the requirements of the Employment Standards Act of Ontario.
- 24.03 A full-time employee or regularly scheduled part-time employee who is required to serve as a juror or Crown witness, in a court of law, shall be paid at his regular straight time hourly rate for the lost time from his regularly scheduled hours of work. This payment shall only be made provided the full-time employee or regularly scheduled part-time employee notifies his manager immediately upon notification that he/she will be required to serve as a juror, presents proof of service and promptly pays to the Employer the amount received for such service. Such amount shall include all monies received for such service up to the full-time employee or regularly scheduled part-time employee's regular straight time hourly rate for all time lost from his regularly scheduled hours of work.

Such employee must report for work on his regularly scheduled days of work when he/she is excused as a juror or Crown witness. Further, if the time required for jury duty or Crown witness on any one day is four (4) hours or less, the employee must report for work.

24.04

- a) Full-time employees who are absent from work on an unpaid leave shall not continue to earn vacation during the period of absence and anniversary dates shall be adjusted. In addition, the Employer shall not be required to contribute to the payment of the employee benefits provided under this Collective Agreement. Full-time employees desirous of maintaining this protection must arrange payment of premiums for all employee benefits under this agreement and pay the applicable premiums prior to the commencement of such absence from work.
- b)
 - i) Seniority shall be retained and accumulated when a full-time employee is absent from work under the following circumstances:
 - a. When on WSIB benefits that do not exceed one (1) year;
 - b. When absent due to illness or non-compensable injury for a period of up to seventeen (17) weeks;
 - c. When on vacation leave;
 - d. When on pregnancy/parental leave;

- e. When on a paid leave of absence granted under this agreement.
 - ii) Seniority shall be retained (**seniority is frozen to date**) but not accumulated when a full-time employee is absent from work under the following circumstances:
 - a. When commencing long-term disability leave up to two (2) years.
 - iii) When a full-time employee is on leave under Article 24.04 b) i or ii above, the Employer shall continue its premium contribution for employee benefits as set out in Article 25.01 provided the employee continues the premium contribution for long-term disability insurance.
 - iv) When a full-time employee is on leave under Article 24.04 b) ii above the Employer shall discontinue its premium contribution for employee benefits after twenty-four (24) months as set out in Article 25.01
- 24.05 Part-time employees who are absent from work for any continuous period of thirty (30) calendar days or more, shall have their anniversary dates adjusted accordingly.
- 24.06 The Employer, in its discretion, may grant permission to full-time employees or regularly scheduled part-time employees to attend educational courses required and/or approved by it on the following basis:
- a) Such employees must submit a written application to the Employer at least ten (10) working days prior to the commencement of the course specifying the commencement date, the nature of the course, the days of the week and hours during which the course is to be conducted, and the duration of the course, and
 - b) Such employees shall only be permitted to apply for one (1) educational course per fiscal year if such educational course is conducted during the employee's regular working hours, and
 - c)
 - i) Such full-time employees who have been granted permission to attend an education course shall not be compensated for time lost from work to attend such course, except that such full-time employees shall be required to utilize, in the following descending order, any
 - a. Lieu time accumulated under Article 19.03
 - b. Occasional days off under Article 22.01;for all time lost from work while attending the course. In the event that time lost from work while attending the course exceeds a full-time employee's accumulation in a. and b. above, the full-time employee shall be granted a leave of absence without pay or may request vacation leave, and
 - ii) Such regularly scheduled part-time employees who have been granted permission to attend an educational course shall not be compensated for time lost from work to attend such course, except that such regularly scheduled part-

time employees shall be required to utilize lieu time accumulated under Article 19.03 for all time lost from work while attending the course. In the event that time lost from work while attending the course exceeds such regularly scheduled part-time employee's accumulation, such regularly scheduled part-time employee shall be granted a leave of absence without pay or may request vacation leave, and

- d) The Employer, in its discretion, may determine and limit the number of full-time employees and regularly scheduled part-time employees who, at any one time, shall be permitted to attend education courses during regular working hours.

24.07 The Employer may grant to any employee a leave of absence without pay, or allow for a shift exchange, in order to facilitate the employee's attendance at any approved course provided by the Employer (on its own in conjunction with any external educational institution) provided that such course is related to the employee's duties with the Employer.

ARTICLE 25 – EMPLOYEE BENEFITS

25.01

- a) Each full-time employee shall join the group life, long-term disability insurance, currently in effect in accordance with the regulations and conditions of the policies providing such plans.
- b) The Employer shall continue its existing premium contribution for coverage for the plans set out in Article 25.01 a) except as otherwise provided by this Collective Agreement.
- c) Eligibility for payment of benefits out of the plans enumerated above shall be subject to the terms of the policies providing such benefits.

25.02 The Employer shall, except as otherwise provided by this Collective Agreement, continue its existing contributions for the extended health care benefit and dental plan and vision plan currently in effect in accordance with the regulations and conditions of the policies providing such plans. Eligibility for payment of benefits out of such plans shall be subject to the terms of the policies providing such benefits.

25.03 The Employer shall discontinue its contribution under Article 25 for persons who are laid off.

25.04 Pregnancy and parental leave will be administered as per the Employment Standards Act as amended from time to time.

25.05

- a) Permanent part-time employees who have been working actively in a part-time position for one (1) years shall be paid three percent (3%) of their wages, effective July 2, 2009, in lieu of benefits on every pay cheque.

- b) Part-time employees who accept a full-time contract will continue all part-time accruals as per their Collective Agreements for the duration of the contract.

If an employee remains on a contract in excess of twelve (12) months, such part-time employees shall, commencing the thirteenth (13th) month of the contract be eligible to participate in the extended health care plan, including drug, dental and vision plan and all waiting periods will be waived.

The above applies to internal applicants only whose contract status remains the same beyond the twelve (12) month period.

- 25.06 The Employer and the Union agree to the implementation of the Multi-Sector Pension Plan for all eligible employees effective October 1, 2005. It is expressly understood that the Employer shall not have any obligations to fund any benefits or liabilities to employees regarding the pension plan arising prior to October 1, 2005.

In this Article, the terms used shall have the meanings as described:

- a) "Plan" means Multi-Sector Pension Plan.

"Applicable wages" means the basic straight time wages for all hours worked and in addition:

- i) The straight time component of hours worked on a holiday;
- ii) Holiday pay, for the hours not worked and
- iii) Vacation pay.
- iv) Sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the employee receiving full payments for hours missed due to illness. Applicable wages includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means permanent full-time and permanent part-time employees in the bargaining unit who have completed six hundred and twenty four (624) hours of service.

- b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3%), effective July 2, 2009, of applicable wages to the plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3%), effective July 2, 2009, of applicable wages to the plan.
- c) The employee and Employer contributions shall be remitted to the plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

- d) The Union acknowledges and agrees that other than making its contributions to the plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the plan were a defined contribution plan.

- e) The Employer agrees to provide to the administrator of the plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the plan if the administrator so requests.

For further specificity, the items required for each eligible employee by Article e) of the agreement include:

i) To Be Provided Once Only At Plan Commencement

Date of hire

Date of birth

Date of first contribution

Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

Gender

ii) To Be Provided With Each Remittance

Name

Social Insurance Number

Monthly remittance

Pensionable earnings

Year to date contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially and As Status Changes

Full address

Termination date where applicable (MM/DD/YY)

Marital status

- f) As the Union and Employer have determined that the retirement vehicle is to be the Multi-Sector Pension Plan and the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the plan adopted by the trustees of plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the trustees of the plan in the form attached hereto as Schedule A.

ARTICLE 26 – REIMBURSEMENT

26.01

- a) In the event an employee is required to use his automobile on behalf of the Employer, the Employer shall pay an allowance of **forty-five (\$45)** cents per kilometer.

Such allowance shall be paid upon receipt of an official travel expense form approved by the employee's immediate manager. An employee shall not be authorized to use his vehicle for business purposes until he/she has submitted proof from his insurance agent that he/she has the required insurance coverage for said purposes. The Employer will pay **one hundred and fifteen dollars (\$115.00)** toward auto insurance upon satisfactory proof of coverage for the ten (10) positions (SIL, EP, TLC, and Options Plus).

- b) Upon the submission of a proper receipt and provided employees are required to wear steel-toe footwear, the Employer shall reimburse the employee up to seventy dollars (\$70.00) toward the purchase of such footwear once every two (2) years. Such footwear must remain on the workplace premises of the Employer.
- c) Under the submission of a proper receipt and approval by their manager, for employees that are required to swim regularly year-round, the Employer will reimburse employees for the purchase of a bathing suit up to a cost of seventy dollars (\$70.00), once per year.
- d) Payment for the agency orientation day will be withheld, until the newly hired employee has successfully completed their probationary period as per Article 13.01 b) and c) of the Collective Agreement.

ARTICLE 27 – WAGES

27.01

Effective:	April 1, 2011	April 1, 2012	April 1, 2013	January 1, 2014
	educational stipend \$.36 (lump sum payout, not added to hourly wage)	educational stipend \$.23 (lump sum payout, not added to hourly wage)	.75%	1.25%
And:	1% Pay Equity	1% Pay Equity	1% Pay Equity	

ARTICLE 28 – DURATION

28.01 This agreement shall be in effect until March 31, 2014 and shall continue automatically for an annual period of one (1) year each thereafter unless either party notified the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the agreement.


If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this agreement, or the making of a new agreement, prior to the current expiration date, this agreement shall continue in full force and effect until a new agreement is signed between the parties.

April 1, 2011 to March 31, 2014

IN WITNESS WHEREOF each of the parties has caused this agreement to be signed by their duly authorized officers or representatives as of the 1 day of Aug 2012.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3083

COMMUNITY LIVING DUFFERIN

D. Slater

April 1, 2011 to March 31, 2014

Table 1.1

April 1, 2011 to March 31, 2014

APPENDIX A

UNION WAGE SCHEDULE									
Position	Job grade	Level	With contract 01-Jan-11	With contract 01-Mar-11	With pay equity 01-Apr-11	With pay equity 31-Dec-12	With .75% contract increase 01-Apr-13	With pay equity 31-Dec-13	With 1.25% contract increase 01-Jan-14
Night Worker (asleep)	10	Probation	\$16.65	\$16.80	\$17.02				
		Job Rate	\$16.94	\$17.09	\$17.31				
		18 Month	\$17.25	\$17.40	\$17.62				
Support Worker I Nights (awake)	11	Probation	\$17.31	\$17.46	\$17.67				
		Job Rate	\$17.60	\$17.75	\$17.96				
		18 Month	\$17.87	\$18.02	\$18.23				
Relief	11	Probation	\$17.60	\$17.75	\$17.96				
Support worker II Residential, Employment Services, Day Services, Children's Services, SIL, TLC	12	Probation	\$18.90	\$19.05	\$19.26				
		Job Rate	\$19.17	\$19.32	\$19.53				
		18 Month	\$19.44	\$19.59	\$19.80				
Drivers	12	Job Rate	\$19.17	\$19.32	\$19.53				
		18 Month	\$19.44	\$19.59	\$19.80				
Support Worker III Residential, Employment Services, Day Services, SIL, TLC	13	Probation	\$20.21	\$20.36	\$20.57				
		Job Rate	\$20.47	\$20.62	\$20.83				
		18 Month	\$20.77	\$20.92	\$21.13				
Resource Medical Support	13	Probation	\$20.21	\$20.36	\$20.57				
		Job Rate	\$20.47	\$20.62	\$20.83				
		18 Month	\$20.77	\$20.92	\$21.13				
		30 Month	\$21.02	\$21.17	\$21.38				

April 1, 2011 to March 31, 2014

Position	Job grade	Level	UNION CONTRACT SCHEDULE						
			With contract	With contract	With pay equity	With pay equity	With 75% contract increase	With pay equity	With 1.25% contract increase
			01-Jan-11	01-Mar-11	01-Apr-11	31-Dec-12	01-Apr-13	31-Dec-13	01-Jan-14
Support Worker IV Residential, Employment Services, Day Services, Children's Services, SIL, TLC	14	Probation	\$21.62	\$21.77	\$21.98				
		Job Rate	\$21.91	\$22.06	\$22.27				
		18 Month	\$22.17	\$22.32	\$22.53				
		30 Month	\$22.46	\$22.61	\$22.82				

APPENDIX B

NOTES REGARDING FULL-TIME EMPLOYEES

1. Full-time Support Workers II, III and IV, full-time Support Worker Nights (Awake and full-time Support Worker Nights (Asleep Shift) shall receive a shift premium of thirty- three cents (\$.33) per regularly scheduled hour worked for all regularly scheduled hours worked between 4:00 p.m. and 6:00 a.m. and for all hours worked on Saturday and Sunday.
2. This shift premium is an add-on only and shall not be included for the purpose of any premium, benefit, vacation or overtime pay under this agreement.
3.
 - a) Full-time employees on the active payroll of the Employer whose hourly rates are greater than the hourly rates set out above shall have their hourly rate red circled and such hourly rates shall apply as long as the employees concerned remain in the respective classifications to which they are assigned on the date of ratification.
 - b) When an employee starts a position of a lower rated classification, they shall begin at the previous 18 month rate in that position if in their previously held position they were at the 18 or 30 month status. They shall retain their 18 or 30 month rate status in the lower classification.
4. When an employee starts a position in a previously held category, they shall retain their 18 month or 30 month rate as long as they have not been out of their former position for more than four (4) years.
 - a) There shall be no automatic progression to the 18 month rate set out in Appendix A. The 18 month rate shall be payable only in the following circumstances:
 - i. The full-time employee shall have completed at least eighteen months active work in the job classification; and
 - ii. The full-time employee shall have successfully completed the following educational requirements:
 - a For a full-time employee, three courses as approved by the Employer. In order to be paid for taking these courses, written approval must be obtained in advance; and
 - b The full-time employee has provided documentation satisfactory to the Employer of successful completion of the applicable foregoing educational requirements.
 - b) For the purpose of clarity, a full-time employee who has completed at least eighteen (18) months active work in the job classification,

- i. But has not successfully completed the applicable foregoing educational requirements; or
- ii. Has successfully completed the applicable foregoing educational requirements but has not provided documentation, satisfactory to the Employer of successful completion of the applicable foregoing educational requirements, shall only be eligible to commence receiving the 18 month rate upon providing documentation satisfactory to the Employer of successful completion of the applicable educational requirements. The 18 month rate shall not be effective or retroactive to any hours worked by or paid to the full-time employee prior to the date the Employer receives the documentation noted above.

5.

- a) There shall be no automatic progression to the 30 month rate set out in Appendix A. The 30 month rate shall be payable only in the following circumstances:

- i. The full-time employee shall have completed at least thirty months active work in the job classification; and
- ii. The full-time employee shall have successfully completed the following educational requirements for the applicable service:

- a Adult Services Developmental Service Worker (DSW) Diploma,

OR

A two (2) year diploma, in a related field from a recognized Community College and/or degree in a related field from an accredited University; and must have successfully completed four DSW courses as approved by the Employer in writing in advance;

OR

An employee who has completed six (6) core courses toward a DSW will be considered to have the equivalent to a Developmental Disability Worker (DDW) certificate.

A DDW with an additional six (6) core courses of study from the DSW program will be considered as equivalent to the DSW program.

- b Children's Services: Early Interventionist

ECE Diploma plus Early Interventionist Certificate

- b) For the purpose of clarity, a full-time employee who has completed at least thirty (30) months active work in the job classification,
 - i. But has not successfully completed the applicable foregoing educational requirements; or

- ii. Has successfully completed the applicable foregoing educational requirements but has not provided documentation satisfactory to the employer, of successful completion of the applicable foregoing educational requirements, shall only be eligible to commence receiving the 30 month rate upon providing documentation satisfactory to the Employer of successful completion of the applicable educational requirements. The 30 month rate shall not be effective or retroactive to any hours worked by or paid to the full-time employee prior to the date the Employer receives the documentation noted above.
- 6. The regular assigned hours for full-time weekend workers shall be from 10:30 p.m. Friday to 10:30 p.m. Sunday inclusive. This weekend shift includes eight (8) hours of unpaid sleep time.
A full-time weekend worker who has worked the entire weekend shift who:
 - i. Is authorized by the Employer to remain at work after 10:30 p.m. Sunday; or
 - ii. Is authorized by the Employer to work at any time prior to the immediately following weekend shift will be compensated at the option of the Employer on the basis of lieu time off at the rate of one and one-half (1 ½) times the time so worked or payment of an overtime premium at the rate of one and one-half (1 ½) times the full-time employee's regular straight time hourly rate of pay for time so worked.
- 7.
 - a) The regular assigned daily shift for full-time support workers nights (asleep shift) shall be from 10:30 p.m. to 8:00 a.m. Sunday night to Friday morning inclusive. Such full-time employees shall be compensated for seven and one-half (7 ½) hours per daily shift as per Appendix A.
 - b) Full-time weekend workers are required to attend a minimum of one (1) staff meeting every three (3) months as may be scheduled from time to time by the Employer. These employees shall be compensated at one and one-half (1 ½) times their regular straight time hourly rate for times spent at these staff meetings **provided they are eligible for overtime pay as per Article 19.03, otherwise employees shall be compensated at their regular straight time hourly rate.**
- 8. It is expressly understood and agreed that the hours of work and shifts set forth in 6 and 7 above shall not be construed as a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 9. The Employer in its discretion agrees to reimburse a full-time employee who has completed his probationary period for the cost of tuition for one (1) course per fiscal year for courses specified in this note provided the full-time employee:
 - i. Submits a tuition cost receipt, satisfactory to the Employer; and
 - ii. Provides documentation satisfactory to the Employer of successful completion of the course.

APPENDIX C

NOTES REGARDING PART-TIME EMPLOYEES

1. This will confirm the understanding of the parties with respect to the shift premium to be paid to all regularly scheduled part-time employees under the Collective Agreement. Regularly scheduled part-time employees shall receive an additional thirty-three cents (\$.33) per regularly scheduled hours as noted below as a shift premium. Such shift premium is an add-on only and shall not be included for the purpose of computing any premium, benefits, vacation or overtime pay under this agreement. Shift premium shall be paid for all regularly scheduled hours worked when the majority of hours of the shift are between 4:00 pm and 6:00 am. Monday to Friday inclusive and for all hours worked on Saturday and Sunday.
2.
 - a) When an employee starts a position of a lower rated classification, they shall retain their 18 or 30 month rate
 - b) When an employee starts a position in a previously held category, they shall retain their 18 month or 30 month rate as long as they have not been out of their former position for more than four (4) years.
3.
 - a) There shall be no automatic progression to the "18 Month In the Classification Rate" set out in Appendix A. The "18 Month In the Classification Rate" shall be payable only in the following circumstances:
 - i. The part-time employee shall have completed at least eighteen (18) months active work in the job classification; and
 - ii. The part-time employee shall have successfully completed the following educational requirements;
 - a The part-time employee has provided documentation satisfactory to the Employer of successful completion of the applicable foregoing educational requirements.
 - b Part-time employees who are classified as "Drivers" only will be exempted from 4 a) ii a. and 4 a) ii b. However, in addition to meeting the service requirement of 4 a), these part-time employees will be required to have had no accidents in our vehicles for which they have been held legally responsible and/or deemed fully at fault within the 18 months of active work in the job classification. If this is not the case, they shall be eligible to commence receiving the "18 Month in Classification Rate", when they have had 18 months of active work without such an accident as defined above.

- b) For the purpose of clarity, a part-time employee who has completed at least eighteen (8) months active work in the job classification,
 - i. But has not successfully completed the applicable foregoing educational requirements; or
 - ii. Has successfully completed the applicable foregoing educational requirements but has not provided documentation, satisfactory to the Employer, of successful completion of the applicable foregoing educational requirements, shall only be eligible to commence receiving the "18 Month In the Classification Rate" upon providing documentation satisfactory to the Employer of successful completion of the applicable educational requirements. The "18 Month in the Classification Rate" shall not be effective or retroactive to any hours worked by or paid to the part-time employee prior to the date the Employer receives the documentation noted above.
- 4.
- a) There shall be no automatic progression to the "30 Month in the Classification Rate" set out in Appendix A and shall be payable only in the following circumstances:
 - i. The part-time employee shall have completed at least thirty (30) months active work in the Job Classification; and
 - ii. The part-time employee shall have successfully completed the following educational requirements for the applicable service:

April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #1

JOB EVALUATION PROGRAM

This will confirm the agreement between the parties with respect to the establishment of the CUPE Joint Job Evaluation Program for the duration of the Collective Agreement, upon expiry in relation to the following matter.

The Joint Job Evaluation Committee will review the evaluations of all positions currently recognized in the CUPE Collective Agreement between the parties.

It is recognized that no individual will experience a wage reduction as a result of job evaluation, however they may be red-circled and not eligible for all or a portion of future economic adjustments until their wages and evaluation results are aligned, subject to the terms of reference.

The parties agree that the Joint Job Evaluation Committee will continue to meet to review or evaluate all bargaining unit jobs.

DATED at Orangeville, Ontario this day of 2012.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #2

30 MONTH RATE

This will confirm the understanding of the parties for the duration of the Collective Agreement, in relation to the following matter.

In recognition of one employee (Peggy Nicol) who was grandfathered in previous agreements as having the qualifications for a support worker (4) position, Community Living Dufferin at the time of ratification of the Collective Agreement will, for the sole purpose of achieving a 30 month rate in the support worker (4) classification.

DATED at Orangeville, Ontario this day of 2012.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #3

PROFESSIONAL DEVELOPMENT

In order to support the professionalism of all employees, a jointly agreed to policy will be developed when CLD commits to the adoption of Core Competencies.

CLD is committed to abiding by the guidelines set out in "The Intentions of Core Competencies" and the "Implementation Team Guidelines" provided in the *Core Competencies Implementation Guide*, when adopting Core Competencies.

DATED at Orangeville, Ontario this day of 2012.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #4

JOB SHARING

This will confirm the understanding of the parties for the duration of the Collective Agreement.

The purpose of this letter is to confirm that management approved a reduction of hours (30 hours per week) brought forth by Debbie Besley for medical reasons. The following terms and conditions would apply:

1. Debbie Besley will pay 25% of her benefits, (drug and dental) and life insurance.
2. In the event Debbie Besley is able to return to a full time support worker position, retires, resigns, is discharged or is unable in the opinion of the Employer to fulfill the requirements of the job, the reduction of hours agreement will become null and void.
3. The position will be re-posted as a full-time support worker (4) position with regularly assigned work hours not to exceed eighty (80) hours in a two-week period as per the Collective Agreement.
4. This agreement will only apply in regard to Debbie Besley. This does not set precedence in regard to any other employee who wishes to continue their employment with Community Living Dufferin.

DATED at Orangeville, Ontario this day of 2012.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #5

PROFESSIONAL COLLEGES

Community Living Dufferin and CUPE Local 3083 agree to meet through labour/management to negotiate/discuss terms and conditions in relation to requirements for bargaining unit members to become members of a College if mandated by a Ministry directive, regulation, or legislation.

Signed this day of 2012, in Orangeville, Ontario.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #6

APPRENTICESHIPS

Community Living Dufferin and CUPE Local 3083 agree to meet through labour/management to discuss terms and conditions for apprenticeships being implemented as it applies to bargaining positions, Ministry of Community and Social Services directives and agency requirements.

Signed this day of 2012, in Orangeville, Ontario.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #7

ADDITIONAL FUNDING

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires March 31, 2014 with respect to the following matters.

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding for wages and/or benefits, **that exceeds bargained increases for the duration of the collective agreement, the union and the Employer shall meet to negotiate/discuss the method of allocating the wages/benefits.**

This letter of understanding forms part of the Collective Agreement.

Signed this day of 2012 at Orangeville, Ontario.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #8

VACATION SCHEDULING AND SHIFT EXCHANGES

The parties mutually agree to meet on a regular basis and in a timely manner through Labour/Management in order to discuss and resolve issues in relation to vacation scheduling and shift exchanges. The Union committee will consist of at least one (1) full-time and one (1) part-time member. The Union may have the assistance of the National Representative in attendance at these meetings.

Signed this day of 2012 at Orangeville, Ontario.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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LETTER OF UNDERSTANDING #9

LAY-OFF

The Employer shall give as much written notice as possible and agree to meet as soon as possible in the event the employer and/or Ministry is contemplating any layoff's, reductions, closures or initiatives that impact the bargaining unit. The Employer agrees to disclose any reasonable request for applicable information.

DATED at Orangeville, Ontario this day of 2012.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #10

BENEFITS

The Employer agrees to maintain benefit provisions at current levels for the length of the collective agreement.

DATED at Orangeville, Ontario this day of 2012.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3083**

COMMUNITY LIVING DUFFERIN

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April 1, 2011 to March 31, 2014

LETTER OF UNDERSTANDING #11

This will confirm the understanding of the parties with respect to the following matter.

Bea Chaney is now able to return to her former position of Support Worker II as per the Functional Capacity Evaluation dated June 7, 2012.

Bea Chaney will permanently transfer back to her full-time Support Worker II position (job grade 12, 18 month rate) effective July 2012.

Nicole Pattison will permanently transfer back to her full-time Night Worker (job grade 10, 18 month rate) effective July 2012.

This letter of Understanding replaces the letter of understanding #12 dated February 20, 2012.

This letter is without precedence or prejudice and may not be the subject of a grievance.

Dated at Orangeville, Ontario this 25th day of June 2012.

Rachelle Heeremans, President
CUPE Local 3083

Sheryl Chandler
Community Living Dufferin

Bea Chaney, Employee

Nicole Pattison, Employee