

THIS AGREEMENT entered into as of the 18th day of April, 2005.

COMMUNITY LIVING ESSEX COUNTY

hereinafter called the "EMPLOYER"

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL NUMBER 3137

hereinafter called the "UNION"

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees while we strive to support persons with developmental disabilities in the best way we can. This agreement also provides a process for the prompt and equitable disposition of grievances, with a view to promoting the morale and well-being of all employees.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees in the County of Essex save and except supervisors of staff, persons above the rank of supervisor of staff, Executive Assistant, Human Resources Officer, Volunteer and Staff Development Officer, persons supported and employed in vocational programs, persons employed under the category of employment opportunity projects, persons employed as In-Home Workers and students employed during the school vacation period.

2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

2.03 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designated representative and the Recording Secretary of the Union, with a copy to the President of the Union.

2.04 Any mutually agreed changes to this Collective Agreement shall be in writing and signed by the parties hereto and shall form part of this Collective Agreement, and are subject to the grievance and arbitration procedure.

2.05 Should a merger or amalgamation with any other agency be required or planned, the Employer will promptly involve the Union in discussions in order to use the collective efforts of the Employer and the Union to attempt to retain the present seniority and benefits of the existing employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that the management, control and supervision of the Employer's operations and services and the direction of its working force are vested solely and exclusively in the Employer, and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline employees provided that a claim by an employee who has completed his/her probationary period that he/she has been discharged or otherwise disciplined without just cause may be the

subject of a grievance and dealt with in accordance with the grievance procedure hereinafter provided;

- (c) determine in the interests of efficient operations and highest standards of service classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;
- (d) determine the number of personnel required, services to be performed, and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by all employees. Prior to implementation, an Employer representative or representatives will meet with the Union President to advise the Union President of any new or altered rules or regulations, and to give consideration to any comments from the Union President. Any new or altered rules or regulations shall be posted, with a copy to the Union, at least seven (7) calendar days before they come into effect.

3.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

3.03 Supervisors, volunteers, students and workfare participants shall not perform work normally performed by employees in the bargaining unit if as a result any such employee is laid off or loses any regular hours of work.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that no employee shall, in any manner, be discriminated against, nor shall he/she be coerced, restrained or influenced on account of membership or non-membership in the Union.

4.02 The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code.

4.03 The Employer and the Union agree to abide by the provisions of the Harassment in the Workplace Policy, PER-100-01, dated May 5, 1993 and revised February 2003, a copy of which is attached hereto as Schedule D. The Employer agrees to discuss first with the Union President any changes in the said Policy.

ARTICLE 5 - REPRESENTATION

5.01 The Employer acknowledges the right of the Union to appoint or otherwise select five (5) Stewards, one of whom shall be the Chief Steward. An employee may request any Steward that he/she chooses to represent him/her provided such Steward is available so as not to delay the holding of any proceeding or meeting which requires the presence of the employee's Steward. Each Steward shall have attained seniority. In the absence of any Steward chosen by an employee, the Chief Steward shall have jurisdiction to act.

5.02 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. In accordance with this acknowledgement, Stewards shall not absent themselves from their work without first obtaining the permission of their immediate supervisors, such permission not to be unreasonably withheld, nor shall such Stewards absent themselves from their work for more time than is reasonably necessary in order to process grievances. In accordance with this understanding, the Employer shall not make any deductions from the regular pay of a Steward for time so spent during his/her regular working hours.

5.03 The Employer shall not be liable for the pay of any Steward or for any other member of any committee provided for herein or for any employee represented by the Union when such person is absent from work in the preparation for or attendance at arbitration hearings.

5.04 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of the President, Recording Secretary and the Chief Steward or Steward involved in the grievance under consideration, of which Grievance Committee the President shall be the Chairperson. The Employer will recognize and deal with the said Committee as provided in the Grievance Procedure.

5.05 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees, at least one (1) of whom must be a part-time employee, with one (1) alternate to act only in the absence of one (1) of the regular members of the Committee, all of whom have attained at least six (6) months' seniority, and will recognize and deal with the said Committee with respect to negotiations for a renewal of this Agreement.

(b) Employees on the Negotiating Committee shall suffer no loss of wages or benefits for time spent in negotiating with the Employer for the renewal of this Agreement during their regular working hours up to and including any meeting or meetings scheduled by a Conciliation Officer or a Mediation Officer of the Ministry of Labour. When an employee on the Negotiating Committee has been assigned to work on a shift immediately preceding or immediately following a scheduled negotiating session, up to and including any meeting or meetings scheduled by a Conciliation Officer or a Mediation Officer of the Ministry of Labour, such employee will be excused from this assignment and will suffer no loss of pay at the employee's regular rate as a result of being excused from the assignment.

5.06 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the Employer.

5.07 The Union shall notify the Executive Director in writing of the names of the Stewards and the name of the Chief Steward, the names of the other Stewards on the Grievance Committee, and the names of the Negotiating Committee. Until the Employer has been notified in writing the Employer shall not be required to recognize such person.

5.08 The Employer shall make no deduction from the pay of the members of the Grievance Committee for time spent in the Step 2 grievance meeting with the Executive Director or designated representative.

5.09 The Employer will provide to the Union a filing cabinet and space for it at a location to be agreed upon between the Executive Director and the President of the Union.

5.10 When a Steward or the Union President or the Union President's designate is called in specifically to provide representation at a disciplinary meeting at other than the Steward's or the Union President's or such designate's regularly scheduled hours, such Steward or Union President or such designate shall be paid for the time spent in attendance at the meeting at his/her regular rate of pay.

ARTICLE 6 - CHECK-OFF

6.01 The Employer shall deduct from every employee, commencing with the first pay period, an amount equal to the Local 3137 dues levied by the Union on its members.

6.02 The Employer shall forward in one cheque the dues deducted, accompanied by a list of the names indicating the amount so paid by each employee and the Deduction of Union Dues form (Appendix 1), to the National Secretary-Treasurer of the Union not later than the 15th day of the month following the month in which such dues were deducted.

6.03 The Union shall notify the Employer in writing of the amount of such monthly dues from time to time and one (1) month prior to any change in the amount of the said dues becoming effective.

6.04 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of the monthly Union dues from employees' salaries in accordance with this Agreement.

6.05 The Employer shall type in the Income Tax (T4) slips given to each employee the amount of Union dues paid by each employee in the previous year.

6.06 The Employer shall provide to the Union Secretary, in July of each year, a listing (both hard copy and electronic), of all seniority employee's names, addresses and telephone numbers that have been provided to the employer.

ARTICLE 7 - NEW EMPLOYEES

7.01 The Employer agrees to acquaint employees at the time of their hiring with the fact that a union agreement is in effect, and bring to their attention the provisions dealing with the Dues Check-off.

7.02 On commencing employment, the employee's immediate supervisor shall advise the new employee of the names and locations of all Stewards. At the orientation meetings held quarterly by the Employer for new employees, a Union Representative shall have the right to address the new employees for a period not exceeding twenty (20) minutes to provide for Union orientation.

7.03 By the 10th day of each calendar month the Employer shall advise the Recording Secretary of the Union in writing of the names, addresses and telephone numbers of all new employees hired during the previous month and their work location.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation,

application, administration or alleged violation of this Agreement.

8.02 It is the mutual desire of the parties hereto that employees' complaints be dealt with as soon as possible. No employees shall file a grievance under Article 8.03 until the employee has first discussed his/her complaint with his/her immediate supervisor, accompanied by his/her Steward if desired. Failing settlement of the complaint within seven (7) calendar days, an employee may present a grievance in accordance with Article 8.03. It shall be optional to the Employer to decline to consider any grievance the alleged circumstances of which originated or occurred more than seven (7) calendar days prior to its presentation. Grievances shall be submitted in writing signed by the grievor and the Union Steward and replies to grievances shall be in writing at all steps.

8.03 Step 1: An employee having previously discussed his/her complaint with his/her immediate supervisor and the complaint not having been resolved, shall directly or assisted by his/her Steward submit a grievance signed by the grievor and the Union Steward to the employee's Director. The Director of his/her program shall hold a meeting with the Union Steward and shall render his/her decision to the employee or to the Chairperson of the Grievance Committee within seven (7) calendar days next following receipt of the grievance.

8.04 Step 2: If the decision of the employee's Director is not acceptable to the Union, the Union may appeal the decision to the Executive Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days of the receipt of the decision of the employee's Director. If the grievor is not available to sign the appeal notice within the relevant time limit, such appeal notice may be signed by a second Union Steward or the President of the Local in lieu of the grievor. Thereupon the Grievance Committee shall meet with the Executive Director or his/her designated representative, to deal with the grievance. The Executive Director, or his/her designated representative, shall render his/her decision within seven (7) calendar days of the meeting with the Grievance Committee. In the event that the decision of the Executive Director is not satisfactory to the Union, the Union may invoke the arbitration provisions of this Agreement provided written notice of the Union's intention to proceed to arbitration is given to the Executive Director within sixteen (16) calendar days of the receipt of the decision of the Executive Director.

8.05 The above time limits may be extended by mutual agreement between the parties. Where a paid holiday or paid holidays set out in Article 19 fall within a time limit for the taking of any step in the grievance procedure, the time limit will be automatically extended by an equivalent number of calendar days. However, such time limits referred to above shall be construed as mandatory. Failure to comply with the time limits by the employee or the Union shall be deemed an abandonment of the grievance. Failure of the Employer to reply within the time limits shall entitle the employee or the Union, as provided above, to proceed to the next step.

8.06 The parties agree that Section 48(16) of the Labour Relations Act shall not have application to this agreement. The parties agree that Section 49 of the Labour Relations Act shall have application to this agreement.

8.07 At any meeting during the grievance procedure, the grievor shall have the right to be present. At the second step meeting of the grievance procedure, the parties may have the assistance of the employee or employees involved and, if agreeable to both parties, any necessary witnesses.

ARTICLE 9 - ARBITRATION

9.01 Any grievance which has not been settled under the Grievance Procedure may be referred to arbitration in accordance with the procedure and time limit set forth in Article 8.04. If no such notice is given in accordance with the procedure and time limit set forth in Article 8.04, the grievance shall be deemed to have been settled or withdrawn. The Union's notice of intention to proceed to arbitration shall state clearly the matter referred to arbitration. Within fourteen (14) calendar days thereafter, or such longer period as may be mutually agreed upon by the Employer and the Union, the Employer and the Union will endeavour to agree upon an arbitrator. If an arbitrator is not agreed upon within such time limit, either party may request the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

9.02 Except as provided in Section 50 of the Labour Relations Act, no person shall be appointed as the arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 The parties shall equally bear the expenses and fees of the arbitrator.

9.04 The arbitrator has no power to alter, modify, amend or add to the provisions of this Agreement or to make any decision inconsistent with the terms of this Agreement.

9.05 The decision of the arbitrator shall be final and binding upon the parties hereto

and upon any employee or employees affected by it.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10.01 A claim that an employee who has completed his/her probationary period has been discharged without just cause shall be treated as a special grievance if a written statement of such grievance signed by the employee is lodged with the Executive Director within seven (7) calendar days of such discharge. Such special grievance shall then be processed at Step 2 of the Grievance Procedure. Notwithstanding anything contained in this Agreement to the

contrary, the Employer shall be entitled to discharge a probationary employee during his/her probationary period for such reasons as are sufficient to the Employer.

10.02 Such special grievance may be settled by the parties by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the parties.

10.03 When an employee is called to an interview by a member of management, the employee shall be informed prior to the interview of the alleged incident which the Employer then believes may result in discipline to the said employee. Unless the employee otherwise directs in writing, the member of management shall send for the employee's Steward, and the interview will not proceed until the Steward is present and has been given an opportunity to meet privately with the employee prior to the meeting for a period not to exceed fifteen minutes.

10.04 A copy of all disciplinary notices will be given to the employee and to the Chief Steward. The notice shall state the reason or reasons for the discipline. Upon written request from the Union, the Employer shall provide to the Chief Steward disclosure of the

facts

relied upon to justify such discipline. In the event that any claim is made against the Employer by an employee by reason of the release of such a notice to the Chief Steward, the Union agrees to indemnify and save harmless the Employer from such claim.

10.05 No disciplinary action shall take place later than seven (7) calendar days after the Employer becomes aware of the circumstances giving rise to the cause for discipline, unless the employee is absent on the seventh calendar day in which event the time limit shall be extended until the end of the first working day upon which the employee thereafter returns to work.

ARTICLE 11 - POLICY GRIEVANCE

11.01 A policy grievance may be filed by the Union or by the Employer. A policy grievance is defined as one which involves a difference arising between the Union and the Employer concerning the interpretation or violation of a provision of this Agreement and does not involve the assertion of an individual employee's rights. The provisions of this Article shall not be used with respect to a grievance directly affecting an individual employee which such employee could institute. A policy grievance shall be lodged at Step 2 of the grievance procedure not later than fourteen (14) calendar days following the date on which the alleged circumstances giving rise to the policy grievance originated or occurred. If filed by the Employer, the policy grievance shall be delivered in writing to the Chairperson of the Grievance Committee. If filed by the Union the policy grievance shall be delivered in writing to the Executive Director. If not settled between the parties within fourteen (14) calendar days after delivery of the policy grievance, it may thereafter be submitted to

arbitration in accordance with the arbitration procedures herein prescribed.

ARTICLE 12 - PERSONNEL RECORDS

- 12.01 (a) An employee shall have the right at reasonable intervals outside the employee's working hours (or with the prior approval of the Program Manager within the employee's working hours) to have access to and to review his/her personnel file at a time reasonably convenient to the Executive Director or his/her designated appointee for this purpose, and after arranging an appointment at the central business office of the Employer. The employee shall have the right to respond in writing to any document contained in his/her personnel file by delivering such response to the Program Manager. An employee shall have the right to make copies of any material in his/her personnel record at the employee's expense.**
- (b) A suspension shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, and any letter of reprimand and any written verbal warning shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued, in both cases, provided that the employee has**

received no further disciplinary action for a similar infraction within the above respective time periods.

ARTICLE 13 - NO STRIKES OR LOCKOUTS

13.01 In view of the orderly procedure established for the disposition of employees' complaints and grievances, the Employer agrees that it will not cause or direct a lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement. "Strike" and "Lockout" shall have the meanings as set out in the Labour Relations Act of Ontario.

ARTICLE 14 - SENIORITY

- 14.01** (a) Seniority is defined as the length of service in the bargaining unit, for part-time employees computed in accordance with the provisions of Article 14.03, and shall include service with the Employer prior to the certification of the Union, computed from the date of last hiring by the Employer. An employee who has been employed continuously under a series of employment contracts shall have his/her seniority computed from the date of the first hiring under the continuous series of employment contracts. A continuous series of employment contracts shall mean a series of employment contracts which are broken by no more than five (5) working days.
- (b) Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

- (a) A Seniority List will be established for all full-time employees covered by this Agreement who have completed their probationary period, showing each full-time employee's seniority on a bargaining-unit-wide basis.
- (b) A Seniority List will be established for all part-time employees covered by this Agreement who have completed their probationary period, showing each part-time employee's last date of hire, and shall show "accrued seniority" from and after that date calculated in accordance with the terms of this Agreement.
- (c) It is agreed that such Seniority Lists shall be revised and posted during the months of January and July in each year, effective the first day of the month in which the list is posted, and a copy of each shall be given to the Chairperson of the Grievance Committee. With respect to any employee appearing on a Seniority List for the first time after attaining seniority, the Seniority List will be deemed to be correct if not questioned by such an employee within twenty (21) calendar days of the posting of the appropriate seniority list at the employee's regular work location.

- 14.03 (a) New full-time employees shall be on probation for the first sixty-five (65) days of work within any six (6) month period. New part-time employees shall be on probation for the first six (6) calendar months of employment or 520 hours worked, whichever occurs first. Such time may be extended by mutual consent of the parties. During the probationary period the employee shall be subject to the terms of this Agreement except as otherwise in this Agreement expressly provided.**
- (b) Upon completion of the probationary period of a full-time employee, the full-time employee's seniority shall date from the last date of hiring by the Employer. Upon completion of the probationary period of a part-time

employee, the part-time employee's seniority shall accrue from the last date of hiring by the Employer on the basis that 1850 hours worked shall be the equivalent of one year's seniority. Length of service for a part-time employee shall for all purposes of this Agreement be the equivalent of accrued seniority. Asleep hours shall be considered hours worked for calculating seniority.

14.04 Loss of Seniority

Seniority shall be lost and an employee shall be deemed to have terminated his/her employment if:

- (a) the employee quits;
- (b) the employee is discharged, and such discharge is not reversed through the grievance procedure;
- (c) the employee is absent for more than three (3) consecutive scheduled working days without permission or without a satisfactory reason. In the case of illness, absence must be supported by a doctor's certificate for any period in excess of three (3) working days;
- (d) the employee performs no work for the Employer for a continuous period of two (2) years. It is understood that in the appropriate circumstances there is an obligation on the Employer under the Ontario Human Rights Code to accommodate the employee by reason of disability. Provided that with respect to an employee who is entitled to sick leave credits and who is absent due to sickness or accident and in receipt of sick leave credits the period of absence shall be calculated from the time that the employee's accumulated sick leave credits are exhausted.

- (e) the employee has been laid off and fails to return to work within nine (9) calendar days after notification to do so has been sent to him/her by registered mail, or by such other method that is appropriate at the time, to the last address on record with the Employer. It is the obligation of the employee to maintain on record with the Employer an address at which registered mail can be received by him/her or on his/her behalf at all times;
- (f) the employee retires;
- (g) the employee fails to report for work at the expiration of a leave of absence unless a satisfactory reason is given, or uses a leave of absence for a purpose other than that for which it was granted.

14.05 Layoffs and Recalls

- (a) A layoff for full-time employees or Part-Time Support Workers II shall be defined as a reduction in the work force, or a reduction in the regular hours which is not applied uniformly to all full-time employees or to all employees holding the classification of Part-Time Support Workers II.
- (b) In the event that a layoff is to take place, probationary employees will be first laid off, and thereafter employees affected will be laid off in reverse order of their seniority provided that the application of this provision shall be consistent with the employees being retained at work having the ability and qualifications to perform the work required. An employee who has been displaced shall be entitled to assert his/her seniority against any employee having less seniority provided such employee has the ability and

qualifications to perform the work required. Employees shall be recalled to work after a layoff following the reverse procedure. Where the layoff occurs in a full-time position or positions, only full-time employees will be laid off, and a full-time employee can displace only another full-time employee. Similarly, where the lay-off occurs in a part-time position or positions, only part-time employees will be laid off, and a part-time employee can displace only another part-time employee. On recall, full-time employees will be given priority on recall to a full-time position before part-time employees will be considered for recall to a full-time position, and part-time employees will be given priority on recall to a part-time position before full-time employees will be considered for recall to a part-time position.

- (c) No new employees will be hired until employees then on layoff who have the ability and qualifications to do the work have been recalled.**
- (d) Except when caused by a reason or reasons beyond the control of the Employer,**
 - (i) all seniority employees about to be laid off for a period not to exceed thirteen (13) weeks shall receive at least fourteen (14) calendar days' notice prior to the effective date of the layoff, or shall be paid for the employee's normal scheduled days of work within the period between the length of notice he/she did receive and fourteen (14) calendar days,**
 - (ii) where the layoff is expected by the Employer to exceed thirteen**

(13) weeks, all seniority employees about to be laid off shall receive at least thirty (30) days' notice prior to the effective date of the layoff, or shall be paid for the employee's normal scheduled days of work within the period between the length of notice he/she did receive and thirty (30) calendar days.

- (e) In the event of a layoff expected by the Employer to exceed eight (8) weeks, the Employer will meet with the Union President to discuss the implications of the proposed layoff and/or possible alternatives to the layoff.

14.06 Seniority Outside Bargaining Unit

If an employee is, or has been transferred to a position which is not subject to the provisions of this Agreement, he/she shall retain his/her seniority for a period of twelve (12) months. If transferred back by the Employer to a position subject to the provisions of this Agreement, he/she shall carry his/her seniority with him/her and shall exercise his/her seniority to displace any employee with less seniority in accordance with Article 14.05. After twelve (12) months, all seniority shall be lost.

ARTICLE 15 - PROMOTIONS AND JOB POSTINGS

15.01 In the event that new positions are created within the provisions of this Agreement or permanent vacancies or temporary vacancies of a fixed duration of more than three (3) months (except maternity leaves and adoption leaves for part-time employees) occur in existing positions, the Employer shall post a notice of such position or vacancy at all resource centres and in all Communication Binders. The Employer will provide a telephonic information centre which employees may call to receive information with regard to current job openings. The information provided will include the date the notice was posted, the job title, the proposed start date, the contract dates if applicable, the number of hours, the salary range, the initial location, the Manager's name and phone number and the closing date for the posting. The Employer may choose to fill the vacancy on a temporary

basis. However, the vacancy shall be posted within three (3) weeks of filling the vacancy on a temporary basis. Such notice shall be posted for a period of seven (7) calendar days. The written job posting shall contain information as to the nature of the position, qualifications required, initial location, and the salary rate or range. Employees wishing to apply for the position shall make application in writing to the Employer representative designated on the posting (via inter-office correspondence, mail or facsimile transmission) with a copy to their Manager. All applicants will be considered by the Employer on the basis set forth in Article 15.02 having regard to their seniority. The successful applicant will be moved into the new job as soon as reasonably possible and, in any event, within six (6) weeks from the completion of the posting period unless such time is extended by mutual agreement of the Employer and the Union. During the posting period and until the successful applicant is placed in the new job, the Employer may fill the job on a temporary basis.

15.02 Subject to Article 16.04, promotions and transfers within the scope of this agreement shall be awarded by seniority, as defined in Article 14, provided that the applicant has the skills, ability and qualifications to perform the work required, including meeting the needs of the person(s) supported.

15.03 The successful applicant from within the bargaining unit shall be subject to a trial period of up to three (3) calendar months worked during which period, if the successful applicant's services are unsatisfactory to the Employer, or if the employee finds the new position unsatisfactory and so advises the Employer, the employee shall be returned to the employee's former position and salary rate without loss of seniority. Any other employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority. If the successful applicant satisfactorily completes the aforesaid trial period of three (3) months the Employer will confirm such employee in the new position on the expiry of the aforesaid three (3) months worked.

15.04 The successful applicant shall not be entitled to apply on any subsequent posting for a period of three (3) months after such successful applicant has completed the trial period except when the applicant is in a temporary position and is applying for a permanent position or with permission in writing of the Executive Director.

15.05 If there are no applicants for a posted job within the posting period or no qualified applicants in accordance with Article 15.02, the Employer shall be entitled to fill the job in any manner it sees fit within three (3) months of the expiry date of the posting.

15.06 The vacancy left by the successful applicant shall also be subject to the job posting procedure set forth in this Agreement, as will the next resulting vacancy, but all subsequent

vacancies resulting therefrom may be filled by the Employer in any manner it sees fit.

15.07 Copies of all job postings shall be forwarded to the Recording Secretary of the Local Union, and the Recording Secretary shall be advised of the name of the successful applicant.

ARTICLE 16 - TRANSFERS WITHIN THE BARGAINING UNIT

16.01 Employees temporarily transferred to a higher classification for a period of at least one (1) full working day shall receive the wage rate in the salary range for that higher classification which is next highest to his/her current rate from the commencement of that working day.

16.02 Employees temporarily transferred at the request of the Employer to a lower classification shall continue to receive their normal rate of pay.

16.03 Where an employee temporarily transfers to another location or classification or upon termination of any leave of absence, the employee shall return to their previous classification and location, unless there has been some change in the program necessitating another assignment of the employee.

16.04 While the Union recognizes the Employer's right to assign employees to the locations that best meet the interests of clients and programs, the Employer acknowledges that prior to permanently transferring an employee, the Employer shall at least two (2) weeks prior to the permanent transfer, where practical, meet with the employee affected and provide the Employer's reasons in writing for the permanent transfer. Such transfers may be effected without regard to seniority.

16.05 Where the Employer permanently transfers an employee from one location to another, such transfer shall not result in the demotion of the employee to a lower paid classification or a reduction in the employee's normal hours, unless by mutual agreement between the employee and the Employer or if the demotion is a result of disciplinary action.

ARTICLE 17 - HOURS OF WORK

17.01 The Employer shall prepare and post work schedules at least two (2) weeks in advance to cover a one (1) month period. There shall be no change in an employee's work schedule within forty-eight (48) hours of the commencement of the shift affected, except in an emergency or by mutual agreement of the Employer and the affected employee(s).

17.02 Employees within the program will be called for available shifts based on their seniority. Thereafter, employees who have been oriented to the program location will be called based on seniority within the bargaining unit. Provided however, that the Employer is not required to call an employee where the available hours will result in overtime for the employee.

17.03 (a) The normal hours of work for all full-time employees shall be forty (40) hours per week, including a one-half (1/2) hour paid lunch period, on an eight (8) hour per day five (5) day week basis. The hours that a full-time employee works are established from time to time by the Job Descriptions for the respective positions. A full-time employee shall be paid the basic salary for all normal hours of work. Notwithstanding the foregoing, by mutual agreement in writing between the Employer and the full-time employee, a copy of which proposed agreement shall be given to the Union by the Employer not less than three (3) days prior to the execution by the employee, the full-time employee's hours of work may be scheduled on a flexible basis during the week so long as such full-time employee is not scheduled for more than forty (40) hours per week.

(b) (i) A Community Living Part-Time Support Worker II is any part-time employee working in a designated part-time position which has been so designated by the Employer in accordance with the

following principles:

- (a) A designated part-time position must have a minimum of twenty-seven (27) regularly scheduled paid hours per week;**
 - (b) The number of designated part-time positions in each location will not exceed two-thirds (2/3) of the total number of part-time sets of shifts in the location.**
 - (c) When designated part-time positions are shared between two or more locations, the designated part-time position will be assigned to the location where the largest number of paid hours are worked.**
 - (d) The extent and type of support provided in a location will be considered in determining the designation by the Employer of a designated part-time position for that location.**
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- (ii) A Community Living Part-Time Support Worker I is any other part-time employee who is not a Community Living Part-Time Support Worker II.**
 - (iii) A part-time employee is any employee who is regularly scheduled for thirty-two (32) hours of work per week or less. It is understood that a part-time employee may on occasions work in excess of thirty-two (32) hours in a week when replacing an employee who is**

absent on sick leave or vacation, and when filling a position left vacant by an employee on maternity, adoption or parental leave.

A part-time employee shall be entitled to a one-half (1/2) hour paid lunch period during shifts of eight (8) hours or more.

- (c) Employees working a sleep over shift will be paid their regular rate for one-half (1/2) of the asleep hours. Employees are paid at their regular rate for awake hours.
- (d) Notwithstanding the foregoing for clerical employees the normal hours of work shall fall between 7:00 a.m. and 5:00 p.m., Monday to Friday, as assigned by the supervisor. Such employees will work an eight (8) hour work day which will include two (2) paid fifteen (15) minute breaks and a half (1/2) hour paid lunch. Flexible working hours on a five (5) day work week may be arranged, provided such arrangement must be approved by the employee's supervisor at his/her discretion.
- (e) A part-time employee accepting a full-time contract of six (6) months or more shall receive the full-time rate of pay on commencement of the contract term. If the part-time employee is already enrolled in the Extended Health Care benefit and the Dental Plan in accordance with Article 28.02, such Extended Health Care benefit and the Dental Plan shall be continued without any contribution to the premium costs from the commencement of the contract term until its termination. If the part-time employee is not already enrolled in the foregoing benefit plans, such part-time employee will become eligible for such benefit plans upon the expiry of the initial three (3) month trial period of the contract term and continue to receive such benefit plans until termination of the contract term without any contribution to their premium costs.

17.04 Employees shall be entitled to two ten (10) minute coffee breaks per day, one to be taken during the first half of the shift and the other during the second half of the shift, to be taken by the individual employees at such reasonable times during the normal hours of work

as may be arranged with the Employer's representative.

17.05 It is understood and agreed that the normal hours of work established by this Article and the provisions for payment of overtime shall not be construed as a guarantee of any hours of work nor of working schedules.

17.06 Employees working in the same location may request permission to exchange shifts provided one weeks notice in writing (or at least 24 hours notice in writing in an emergency) signed by both employees and given to the supervisor, and is approved by the supervisor. Where the employee requests permission to exchange shifts with an employee oriented to that location, but not then employed in that location, the change must be approved by the supervisors for both locations. In any event any change in shifts initiated by the employees shall not result in the payment of any overtime or other premium compensation.

17.07 There will be no cancellation of an employee's scheduled shift within forty-eight (48) hours of the commencement of the shift, except in an emergency or by mutual agreement of the employees involved unless the employee is paid four (4) hours pay at his/her regular rate.

17.08 The Employer will not follow a practice of eliminating full time or Part-Time II positions, and filling them with other part-time employees.

17.09 No employee shall be scheduled to work for less than two (2) hours work, or if no work is available, such employee shall be paid for two (2) hours work.

17.10 In the event that circumstances have arisen which may prevent an employee from taking his/her lunch period, such employee shall give notice to his/her immediate supervisor, and if granted shall be entitled to take time off in lieu.

ARTICLE 18 - OVERTIME

18.01 A Program Manager may require an employee to work more than the employee's regularly scheduled hours, and when such additional hours are required or authorized (in advance except in an emergency) by the Program Manager or designated alternate:

- (i) a full-time employee shall be paid for such overtime hours as follows:**
 - (a) up to forty (40) hours per week, regular rate;**
 - (b) additional hours in excess of forty (40) hours in a week, one and one-half (1 1/2) times the regular rate;**
- (ii) a part-time employee shall be paid for such hours as follows:**
 - (a) up to forty (40) hours per week, regular rate;**
 - (b) additional hours in excess of forty (40) hours in a week, one and one-half (1 1/2) time the regular rate;**
 - (c) any employee working more than fourteen (14) paid hours from the commencement of the shift shall be paid at the rate of time and one-half (1 1/2) for all paid hours worked in excess of the aforesaid fourteen (14) hours, irrespective of whether the employee would be otherwise entitled to overtime.**
 - (d) for part-time employees, overtime beyond forty-eight (48) paid hours in any one week would be at the employee's option.**
- (iii) overtime hours will be offered in accordance with seniority first to full-time employees within the location before they are offered to part time employees within the location. Thereafter it will be offered on the basis of seniority to full-time employees within the bargaining unit who have been oriented to the program location. No employee shall be entitled to overtime hours if such overtime hours would involve the employee**

working more than eight (8) consecutive overtime hours.

18.02 At the option of the employee, and subject to the maintenance of staff ratios required by law and the availability of qualified substitute staff, equivalent time off shall be granted to an employee in lieu of overtime pay, such time off to be taken within one (1) year of the performance of the overtime work with a maximum accumulation of forty (40) hours at any one time. If the employee has been unable to take the time off within one (1) year, the employee's immediate Supervisor shall grant an extension of the time period for a period of thirty (30) calendar days.

18.03 Where an employee is required to work more than three (3) hours overtime after eight (8) hours of work which time is continuous from the normal work hours or when an employee works an unscheduled double shift which includes a normal meal time, such employee shall be entitled to a meal allowance of Eight Dollars (\$8.00) on each such occasion unless a meal is available.

18.04 When an employee who has completed the employee's normal hours of work and has left the Employer's premises is required to return to perform additional work, such employee shall be paid for all hours worked, but shall be paid a minimum of three (3) hours at the appropriate rate. At the option of the employee, the employee shall be entitled to equivalent time off in accordance with Article 18.02.

18.05 Any time worked which is counted for overtime or other premium on one basis shall not be counted for overtime or other premium on any other basis, and there shall be no pyramiding of overtime.

ARTICLE 19 - PAID HOLIDAYS

19.01 During the term of this Agreement, the paid holidays shall be as follows:

1. Victoria Day, Monday, May 23rd, 2005
2. Canada Day, Friday, July 1st, 2005
3. Civic Holiday, Monday, August 1st, 2005
4. Labour Day, Monday, September 5th, 2005

5. Thanksgiving Day, Monday, October 10th, 2005
6. Christmas Day, Sunday, December 25th, 2005
7. Boxing Day, Monday, December 26th, 2005
8. New Year's Eve Day, Saturday, December 31st, 2005
9. New Year's Day, Sunday, January 1st, 2006
10. Good Friday, Friday, April 14th, 2006
11. Easter Monday, Monday, April 17th, 2006
12. Victoria Day, Monday, May 22nd, 2006
13. Canada Day, Saturday, July 1st, 2006
14. Civic Holiday, Monday, August 7th, 2006
15. Labour Day, Monday, September 4th, 2006
16. Thanksgiving Day, Monday, October 9th, 2006
17. Christmas Day, Monday, December 25th, 2006
18. Boxing Day, Tuesday, December 26th, 2006
19. New Year's Eve Day, Sunday, December 31st, 2006
20. New Year's Day, Monday, January 1st, 2007

During each contract year commencing April 1, 2005, floating holidays of sixteen (16) hours will be granted to each full time seniority employee, and floating holidays of eight (8) hours will be granted to each part-time seniority employee who is regularly scheduled to work, to be observed on dates to be set by mutual agreement of the employee and Employer.

During each contract year commencing April 1, 2005, all Administrative Officers and Administrative Assistants will be released by 12:00 p.m. on Christmas Eve day without loss of pay for the day.

19.02 (a) In order to qualify for holiday pay a full-time employee must have attained seniority prior to the holiday, and have worked the scheduled regular day of work preceding and the scheduled regular day of work following such holiday, unless he/she has been excused by the Employer specifically for either or both such qualifying days or is absent due to illness or injury, provided that a full-time employee absent due to illness or injury shall qualify for holiday pay so long as he/she is receiving pay from the Employer. If a full-time employee is absent on either or both of the qualifying days due to illness or injury, the Employer may require a medical certificate confirming such illness or injury as a condition of the

full-time employee's right to holiday pay. The amount of holiday pay to be paid to an eligible full time employee is the pay the employee would have received for the day had the day not been a paid holiday.

- (b) In order to qualify for holiday pay a part-time employee must have worked his/her last regularly scheduled day of work preceding and his/her first regularly scheduled day of work following such holiday unless he/she has been excused by the Employer specifically for either or both such qualifying days or is absent due to illness or injury. Holiday pay will be calculated on the total amount of regular wages and vacation pay (not overtime) payable to the employee in the four (4) work weeks before the work week in which the holiday falls divided by twenty (20).**

19.03 An employee who has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work shall not be entitled to holiday pay.

19.04 All employees who are required to work on a paid holiday may elect one of the following methods of compensation:

- (a) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and, if entitled thereto, the regular holiday pay, or**
- (b) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and, if entitled to holiday pay, to take off with pay one regular working day at their regular rate of pay, such day to be taken off within the time limit provided by Article 18.02, and at a time chosen by**

the employee but subject to the maintenance of staff ratios required by law and the availability of qualified substitute staff.

19.05 For the purpose of determining eligibility for payment for work on a paid holiday, the holiday shall be defined as 12:00 A.M. to 11:59 P.M. and all hours worked during such period shall be paid as holiday hours.

ARTICLE 20 - VACATIONS

20.01 Full-time employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four per cent (4%) of gross salary earned during their period of employment less any vacation pay already paid to them under the provisions of Article 20.02.

20.02 Full-time employees with one (1) year of seniority but less than five (5) years of seniority as of their anniversary date in each year shall be given one hundred twenty (120) hours vacation with pay. A full-time seniority employee who has attained six (6) months of service but less than one (1) year of service shall be entitled to take prior to his/her anniversary date as an advance on his/her vacation entitlement forty (40) hours vacation with pay. Any overpayment of vacation pay if such full-time seniority employee terminates with less than one (1) year of service will be recovered from moneys owing on termination.

20.03 Full-time employees with (5) years of seniority but less than twelve (12) years of seniority as of their anniversary date in each year shall be given one hundred sixty (160) hours vacation with pay.

20.04 Full-time employees with twelve (12) years of seniority but less than seventeen (17) years of seniority as of their anniversary date in each year shall be given two hundred (200) hours vacation with pay.

20.05 Full-time employees with seventeen (17) years of seniority or more as of their anniversary date in each year shall be given two hundred and forty (240) hours vacation with pay.

20.06 Full-time employees shall be required to take their vacations in the twelve (12)

month period following the anniversary date on which they qualified for such vacation except in extenuating circumstances with the approval of their immediate supervisor. Such approval to carry forward vacation entitlement shall not be unreasonably withheld provided such a request would not unduly interfere with the operational requirements of the Employer.

20.07 The Employer will allow employees to exercise their choice in selecting their vacation period on a first come, first serve basis. When more than one request for the same period is received by the Manager on the same day and the Employer determines that only one employee may be absent to maintain efficiency of the Program, seniority shall prevail. This Article is subject to the right of the Program Manager to require employees to select vacation periods that do not interfere with the overall efficiency of the Program. A full-time employee with more than three (3) weeks entitlement may only request up to three (3) consecutive weeks vacation at one time. A special request may be submitted to extend the three (3) consecutive weeks for travel abroad. The Employer shall respond to the vacation requests in writing within three (3) weeks of the receipt of the request by the Manager.

20.08 When a paid holiday falls during a full-time employee's approved vacation period, he/she shall add another day to his/her vacation period or take another day off at a later date not later than his/her next vacation period. The full-time employee shall advise his/her Manager in writing prior to the commencement of his/her vacation period which option he/she elects.

20.09 Notwithstanding the foregoing, if a full-time employee has received pay from the Employer on less than ten (10) days in any calendar month during the vacation year ending on the full-time employee's anniversary date, such full-time employee's vacation pay will be reduced by one-twelfth (1/12) for each month in which such full-time employee received pay from the Employer on less than ten (10) days.

20.10 Should a full-time employee who has commenced his/her scheduled vacation agree, upon request by the Employer, to return to perform work during his/her vacation period, the full-time employee shall be paid at his/her regular hourly rate for all hours worked. To replace the originally scheduled days on which such work was performed, the full-time employee will be re-credited one (1) vacation day for each day on which he/she has so worked.

20.11 A full-time employee may, upon giving at least thirty (30) days' written notice to payroll, receive on or before the last office day preceding the commencement of his/her approved vacation period, any pay which may be payable during the vacation period, provided the full-time employee is entitled to the same as part of his/her vacation pay.

20.12 Part-time employees shall be paid their accrued vacation allowance at the time of the first pay period in December of each year on a separate cheque. Once annually, part-time employees shall be entitled to receive vacation pay on earnings to date, paid through regular payroll, provided a written request with three weeks notice, is submitted to the employee's supervisor for approval. Such request shall not be unreasonably denied.

20.13 A part-time employee's vacation allowance to be paid as provided in Article 20.12 shall be an amount equal to four percent (4%) of the employee's gross salary earned during the period specified in Article 20.12 and for part-time employees with five (5) years of service or more six (6%) percent of the employee's gross salary earned during the period specified in Article 20.12. In addition, at the employee's option, the part-time employee who has more than one (1) calendar year of service, but less than five (5) calendar years of service shall be entitled each year to an unpaid leave of absence of three (3) weeks, and a part-time employee who has five (5) years of service or more shall be entitled each year to an unpaid leave of absence of four (4) weeks. In calculating the gross salary of the part-time employee no account shall be taken of the vacation allowance previously paid.

ARTICLE 21 - SICK LEAVE

- 21.01** (a) On the attainment of seniority by a full-time employee, such full-time employee shall be entitled to thirty (30) hours sick leave with pay. All seniority full-time employees shall be entitled to ten (10) hours sick leave with pay for each month of continuous service in which such full-time employee receives pay from the Employer for at least ten (10) days.
- (b) Those part-time employees who are regularly scheduled to work shall be granted forty-eight (48) hours sick leave with pay on attaining one (1) year of seniority under the collective agreement. Such part-time employees shall on attaining two (2) years of seniority under the

collective agreement be granted an additional forty-eight (48) hours sick leave with pay, and similarly on attaining each additional year of seniority. Such sick leave credits may only be used for days on which the part-time employee is regularly scheduled to work. The provisions of Article 21.03 shall apply to such part-time employees as well as to full-time employees.

21.02 The unused portion of an employee's sick leave entitlement shall accumulate to a maximum accumulation of seven hundred twenty (720) hours.

- 21.03** (a) Full-time employees' sick leave credits will be reduced appropriately as absences due to sickness or accident (not covered by Workplace Safety and Insurance) occur, and the full-time employee is paid the full-time employee's regular salary during such absences. Sick leave will not be paid for absences due to accidents and disablement incurred while employed by anyone other than the Employer or while self-employed for gain. Where the full-time employee received reimbursement for lost salary from any third party for any absence, the full-time employee shall reimburse the Employer for all sick leave paid during such absence, and the full-time employee shall be re-credited with sick leave credits which had been used as a result of such payment for which the Employer is reimbursed.
- (b) A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for compensation under the Workplace Safety and Insurance Act for a period longer than one complete pay period may apply to the Employer

for payment equivalent to the lesser of the benefits he/she would receive from the Workplace Safety and Insurance Board if the claim was approved, or the benefit he/she would receive with the sick leave credits which he/she then has accrued to his/her credit. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and provides a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final approval of the claim by the Workplace Safety and Insurance Board. On receipt by the Employer of such refund of payments, the sick leave credits charged against the payments made under this provision will be recredited to the employee. If the claim for compensation is not approved, the monies paid as an advance will remain charged against the sick leave credits accrued by the employee. Any payments under this provision will continue for a maximum of the shorter of ten (10) weeks or until the sick leave credits accrued to the benefit of such employee and being charged against such payments have been exhausted.

21.04 On occasions where no one other than the employee can provide for the needs of an immediate family member (child, spouse, mother, father) during illness, the employee, upon notifying his/her supervisor, shall be entitled to use his/her sick credits to attend to such family member. This shall apply only to seniority employees and for part-time employees only with respect to days on which such part-time employee is regularly scheduled to work. Upon request the employee shall supply a medical certificate to confirm the illness. The employee's who have not attained sick leave credits shall be granted an unpaid leave of absence of one (1) day to attend to family health emergencies.

21.05 A medical certificate must be provided by an employee for absence due to sickness or accident of more than three (3) working days. Further medical certificates must be provided if the employee does not return to work on the date of return stated on the last certificate provided to the Employer, or every six (6) weeks if no date of return is stated on the last certificate provided to the Employer. The Employer reserves the right to require a medical certificate for any absence due to sickness of less than three (3) working days from an employee who has been absent on five (5) or more separate occasions due to sickness during the then current calendar year.

21.06 The sick leave credits accrued to each eligible employee will be reported to such employee on his/her bi-weekly pay stub.

21.07 The Employer and the Union agree to abide by the provisions of the Perfect Attendance Policy, PER-200-06, dated October 7, 1992 and revised February 2003, a copy

of which is attached hereto as Schedule E. The Employer agrees to discuss first with the Union President any changes in the said Policy.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Upon application in writing to the appropriate Manager the Employer may grant leaves of absence to the employees without pay and without loss of seniority for personal reasons, without requiring such employees to use up their vacation credits first. If such request for leave is denied the employee shall have the opportunity to have the request reviewed by the appropriate Director.

22.02 The Employer will grant a leave of absence, without pay and without loss of seniority, for up to eighty (80) hours within each calendar year, when requested by the Union in writing at least fourteen (14) calendar days before the leave is to commence and provided such leave does not unduly interfere with the operational requirements of the Employer, for an employee who has been appointed or elected by the Union to attend an official Union function such as a convention, conference, council or education course, or to carry out the duties and responsibilities of a standing committee of Local 3137 as approved by the Union President or Vice President. The President and the Vice President of the Local may request a maximum of an additional one hundred twelve (112) hours to be shared between them in any combination selected by them. In an emergency the President of the Local may request one of the foregoing leave days with a minimum of forty-eight (48) hours prior notice.

22.03 During a Union absence provided in Article 22.02 the Employer shall pay the employee his/her regular salary or wages as if he/she had worked his/her regularly scheduled hours, and the Union shall reimburse the Employer for the salary and benefits paid on behalf of the employee while on said leave, upon receipt of a bill from the Employer.

22.04 The Employer shall respond in writing to all written requests for personal leaves of absence of three (3) days or less within two weeks of receipt of the request by the Manager, and for all other personal leaves within four (4) weeks of receipt of the request by the Manager.

22.05 Upon return from any approved leave of absence a full-time employee or a Part-Time Support Worker II shall be returned to the same position if it exists, or similar position if the position no longer exists as such employee worked prior to the said leave of absence, and all other part-time employees shall be returned to the same set of shifts if it exists, or a similar set of shifts if it no longer exists as such employee worked prior to the said leave of absence, unless in either case there has been some change in the program necessitating another assignment of the employee.

22.06 The President of the Local shall be allowed eight (8) hours off per month with pay and without loss of benefits or seniority in order to conduct union business. It is understood that during this eight (8) hour per month period, the President of the union will not interfere with the regular work of other employees.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 (a) Provided they are regular working days the Employer will grant upon application by a seniority employee five (5) days leave of absence with pay and without loss of seniority for an employee to grieve at the death of a spouse, (including common-law spouse) or child.

(b) Provided they are regular working days the Employer will grant upon application by a seniority employee three (3) days leave of absence with pay and without loss of seniority for an employee to grieve the death of an immediate relative. "Immediate relative" shall mean father, mother, a person who stood in loco parentis to the employee, brother and sister of the employee and the employee's mother-in-law and father-in-law.

23.02 Provided it is a regular working day the Employer will grant upon application by a seniority employee one day's leave of absence with pay and without loss of seniority for an employee to grieve the death of the employee's grandparent or grandchild, or the employee's brother-in-law or sister-in-law. (A brother-in-law shall mean the employee's sister's spouse, or the employee's spouse's brother; a sister-in-law shall mean the employee's brother's spouse or the employee's spouse's sister.)

23.03 The Employer shall make available wherever possible, following the death of a person directly supported by a seniority employee, assistance in the form of grief counselling and time to attend the funeral without loss of pay, to a seniority employee who requests such assistance.

23.04 The seniority employee shall not be entitled to the benefit set forth in this Article

when he/she fails upon request to furnish the Employer with reasonable proof of death of the immediate relative.

ARTICLE 24 - PREGNANCY, ADOPTION AND PARENTAL LEAVE

- 24.01 (a) The Employer will grant pregnancy leaves of absence without pay due to pregnancy in accordance with the requirements of the Employment Standards Act of Ontario. In addition, an employee on pregnancy leave of absence of seventeen (17) weeks shall be entitled to avail herself of the benefit of a parental leave of up to an additional thirty-five (35) weeks immediately following pregnancy leave in accordance with the requirements of the Employment Standards Act by giving to the Employer at least two (2) weeks written notice prior to the commencement of the parental leave.**
- (b) A parent not taking pregnancy leave will be entitled to up to thirty-seven (37) weeks parental leave of absence in accordance with the Employment Standards Act of Ontario which, at the employee's option, may be taken concurrently with his/her partner's pregnancy/parental leave or sequentially, but must commence not more than fifty-two (52) weeks after the date the child is born or comes into the custody, care and control of the parent for the first time. The employee will give written notification at least two (2) weeks prior to the commencement of the parental leave.**

- (c) **The Employer will grant an adoption leave of absence to an employee in accordance with the requirements of the Employment Standards Act of Ontario for a parental leave.**

24.02 An employee on pregnancy, adoption or parental leave shall continue to accumulate seniority. A part-time employee shall continue to accrue seniority on the basis of the number of hours for which he/she was regularly scheduled to work immediately prior to the commencement of his/her leave. Upon return to work a full-time employee will be returned to his/her former full-time position and location unless there has been some change in the program necessitating another assignment of the employee. A part-time employee will be returned to his/her former part-time position and location unless there has been some change in the program necessitating another assignment of the employee. If his/her former position no longer exists the employee will be placed in whatever full-time position his/her seniority entitled him/her if a full-time employee, or to whatever part-time position his/her seniority entitled him/her if a part-time employee.

24.03 Eligible employees on pregnancy, parental or adoption leave shall be entitled to be provided with the benefits required in the Employment Standards Act and Regulations.

24.04 The employee will give written notification a minimum of two (2) weeks prior to the commencement of the pregnancy or adoption leave. At such time the employee intending to go on pregnancy leave will also furnish the Employer with her doctor's certificate of expected date of delivery. In addition to the written notification, the employee will notify the Employer of his/her expected date of return. This notice may be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child. However, in such event, the employee shall give notice to the Employer within two (2) weeks of the stopping of work, and provide a doctor's certificate where pregnancy complications or premature birth has been the reason for the stopping of work. The employee shall give written notification to the Employer when application is approved for an adoption placement and advise, where possible, the approximate date of placement. If the date of return changes, the employee must give the Employer a minimum of four (4) weeks notice of the new date his/her leave is to end.

24.05 The position left vacant by an employee on a pregnancy or adoption leave under this Article 24 may be filled by the use of a temporary employee for a period of up to six (6) months, and for such longer period thereafter as may be mutually acceptable to the

Employer and the Union. Before filling the vacant position with a temporary employee, the Employer shall first comply with Article 15.01. Such temporary employee shall not attain seniority regardless of the number of days worked, shall be paid not less than the probationary rate for the classification in which he/she is employed, shall not receive benefits except as required by law and shall not be subject to the terms and provisions of this Agreement. If a temporary employee is hired as a permanent employee at the conclusion of the temporary position with no break in service, such employee shall then serve a probationary period under the terms of this agreement, and if such employee successfully completes the probationary period, he/she shall be given credit for all service from the date of commencement of the temporary position.

ARTICLE 25 - JURY, CORONERS AND CROWN WITNESS LEAVE

25.01 A seniority employee who is required to serve and reports for jury duty or is subpoenaed to give evidence as a Crown witness and attends the court in answer to the subpoena or is subpoenaed and attends a coroner's inquest in a matter related to the Employer's work will be paid his/her regular rate of pay for the required absence from work during the employee's regularly scheduled working days subject to the condition that the employee will pay to the Employer all moneys received for said jury duty or as a Crown witness or coroner's witness exclusive of travelling and meal allowance.

25.02 In order to receive payment under this Article, the seniority employee must give the Employer prior notice that he/she has been summoned or subpoenaed and upon completion of his/her jury duty or witness service furnish to the Manager of his/her Program a satisfactory certificate showing the period of such service.

ARTICLE 26 - PAYMENT OF WAGES AND CLASSIFICATIONS

26.01 Attached to this Agreement and forming an integral part thereof shall be a Schedule "A" setting forth the wage rates and classifications of the full-time employees, a Schedule "B" setting forth the wage rates of the Community Living Part-Time Support Workers II and a Schedule "C" setting forth the wage rates of the Community Living Part-Time Support Workers I.

26.02 Employees shall be paid, by direct deposit, on the basis of a two-week pay period for work performed up to midnight of the second Saturday, including pay for any overtime hours worked in that pay period.

26.03 The Employer shall pay a shift premium of twenty-five cents (\$0.25) per hour to all employees for all paid hours which are worked between the hours of 12:00 midnight and 6:00 a.m., inclusive.

ARTICLE 27 - MILEAGE

27.01 The Employer agrees to pay each employee thirty-seven cents (37¢) per kilometre for each kilometre driven in the employee's own automobile on the Employer's business and when previously authorized to do so.

27.02 Upon production of evidence from the insurer or the agent by a seniority employee who is required by the Employer to use his/her car in the performance of his/her duties, the Employer agrees to pay for

- (a) public liability and property damage insurance of \$1,000,000.00, including coverage for the carrying of passengers for compensation;
- (b) collision coverage;
- (c) comprehensive coverage,

the difference up to \$100.00 maximum payment annually, excluding surcharges as a result of accidents or convictions, in the premium rates for such insurance on the employee's

motor vehicle when used for pleasure and the premium rate required to insure such automobile for the same coverage if used for the purposes of the Employer.

In the event that the employment of the employee is terminated within twelve (12) months of obtaining the above coverage, the Employer shall be entitled to recover from any moneys owing to the employee the pro rata share of the payment made to him/her.

ARTICLE 28 - BENEFITS

28.01 The Employer will pay for coverage for the full-time employee and eligible dependants, upon the full-time employee attaining seniority, in accordance with the terms and conditions of the insurance contracts and plans providing the coverage, the following premium costs:

- (a) One hundred per cent (100%) of the premium cost of the Ontario Health Insurance Plan, if premiums are reintroduced;
- (b) One hundred per cent (100%) of the premium cost of a Life Insurance and A.D. & D. benefit on the life of the full-time employee to an amount equal to twice the full-time employee's annual earnings;
- (c) One hundred per cent (100%) of the premium cost of an Extended Health Care benefit with an annual deductible of \$10. single, \$20. family, providing semi-private hospital coverage, prescription drugs including oral contraceptives, and other professional services, all as more particularly provided in the policy of insurance provided by the Employer;
- (d) One hundred per cent (100%) of the premium cost of a Long Term

Disability Plan providing a benefit of seventy per cent (70%) of monthly earnings to a maximum of \$4,000. per month, commencing after 119 days of total disability and continuing during total disability to age 65, less the amount of any disability pension under the Canada Pension Plan to which the full-time employee is entitled;

- (e) One hundred per cent (100%) of the premium cost of a Dental Plan, with an annual deductible of \$10.00 single and \$20.00 family, at current O.D.A. rates, providing basic dental care plus endodontics, periodontics and denture relining, rebasing and repairs, on a nine (9) month recall basis.**
- (f) One Hundred per cent (100%) of the premium cost of a Vision Care Plan providing a benefit of One Hundred and Fifty Dollars (\$150.00) every twenty-four (24) months, for reimbursement for new eye glasses, repairs to eye glasses or frames or contact lenses and one eye exam.**

28.02 The Employer will make coverage available for eligible part-time employees and their eligible dependents in accordance with the following terms and conditions, and in accordance with the terms and conditions of the insurance contracts and plans providing the following coverage:

- (a) An Extended Health Care Benefit with an annual deductible of \$10. single, \$20. family, providing semi-private hospital coverage, prescription drugs including oral contraceptives, and other professional services, all as more particularly provided in the policy of insurance provided by the Employer;**
- (b) A Dental Plan, with an annual deductible of \$10.00 single and \$20.00**

family, at current O.D.A. rates, providing basic dental care plus endodontics, periodontics and denture relining, rebasing and repairs, on a nine (9) month recall basis.

- (c) A part-time employee to be eligible to be enrolled in the foregoing coverage:
- (i) must have worked each year a minimum of one thousand two hundred (1,200) hours calculated on an annual basis in the calendar year ending on December 31st in each year; and
 - (ii) must have attained one (1) year of seniority; and
 - (iii) in the event that a part-time employee attains one (1) year of seniority during a calendar year, such part-time employee shall be entitled to be enrolled in the foregoing coverage on the first day of the second month following the month in which such part-time employee attained one (1) year of seniority provided that such part-time employee had worked a minimum of one thousand two hundred (1,200) hours in the calendar year ending on December 31st which immediately preceded the year in which such part-time employee attained one (1) year of seniority; and
 - (iv) must have executed and delivered to the Employer a written authorization authorizing the Employer to deduct monthly in advance from the part-time employee's wages the part-time employee's share of the insurance premiums;

- (d) The eligibility of a part-time employee shall be reviewed and determined on an annual basis as of December 31st in each year, and coverage shall become effective or be continued on February 1st of the following year. A part-time employee who has been enrolled in the foregoing coverage but who ceased to qualify for eligibility as of December 31st in any year shall have the coverage terminated on January 31st of the following year.**
- (e) The Employer's responsibility will be to pay sixty per cent (60%) of the premium costs of the foregoing coverage. The part-time employee's responsibility will be to pay the remaining forty per cent (40%) of the premium cost of the foregoing coverage. In the event that the part-time employee does not have sufficient wages in any month to allow for the deduction from wages of the part-time employee's share of the premium costs for that month, the part-time employee must pay to the Employer his or her share of said monthly premium costs, or the amount remaining unpaid after deduction from wages, before the due date of payment of the premiums by the Employer, failing which the coverage shall be cancelled and remain cancelled for the balance of the then current calendar year.**
- (f) Part-time employees affected by a reduction in their regularly scheduled hours shall be entitled to advise the Employer in writing to cancel their coverage in the foregoing insurance contracts and plans. Upon receipt of such written advice the Employer shall arrange for the cancellation of coverage at the end of the then current month. Thereafter, the part-time employee shall not be liable for his or her share of the premium costs, and the coverage shall remain cancelled for the balance of the then current calendar year.**

28.03 The Employer shall provide to each eligible employee a booklet provided by the carrier of the foregoing benefits describing the current benefits as they are provided by the policy of insurance between the Employer and the carrier.

28.04 The Employer shall continue to provide a pension plan on terms no less beneficial to the employees than the pension plan presently in effect. The provisions of the pension plan will be fully negotiable in the negotiations for the renewal of this Agreement. A part-time employee shall be entitled to be enrolled in the pension plan provided the part-time employee qualifies under the provisions relating to part-time employees in the Pension Benefits Act, and amendments thereto.

28.05 Probationary full-time employees shall not be entitled to any of the foregoing benefits but will be added to the various plans providing the benefits at the first available billing dates after attaining seniority.

28.06 The Employer will continue to pay the premiums or its share of premiums for the benefits provided in this Article for eligible employees on leave of absence other than by reason of sickness or accident and for eligible employees on layoff for the balance of the month in which such leave of absence or layoff occurs. The Employer will continue to pay the premiums or its share of premiums for the benefits provided in this Article for eligible employees absent due to sickness or accident for the balance of the month in which such sick leave commenced and for three (3) additional months. Employees desiring to continue their coverage must pay to the Employer the necessary premium costs before their due dates. Where the eligible employee absent due to sickness or accident had at least five (5) years of seniority at the date the absence commenced, the Employer will continue to pay the premiums or its share of the premiums for the benefits provided in this Article for the balance of the month in which such sick leave commenced and for four (4) additional months.

28.07 In view of the foregoing health and welfare benefits provided by the Employer, it is agreed that the Employer shall retain one hundred per cent (100%) of any premium reduction or rebate received under the terms of the Employment Insurance Act.

28.08 Where an employee's clothing or eye glasses or personal property essential to the performance of the job are damaged in dealing with clients during the course of employment, or where soiling or any damage to the interior or exterior of an employee's automobile has been caused by a client, the Employer shall reimburse such employee to a

reasonable and appropriate amount approved by the employee's Manager, which approval shall not be unreasonably withheld, for the purpose of replacing or repairing such article, provided the damage is reported promptly to the employee's Manager.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The Employer agrees that it will comply with all applicable provisions of the Occupational Health and Safety Act of Ontario, R. S. O. 1990, Chapter 0.1, and all amendments thereto up to the date of the Agreement. This shall be a minimum standard required of the Employer during the term of this Agreement, which standard may be enforced against the Employer through the Grievance Procedure.

29.02 The Employer and the Union agree that incidents of potential dangers and hazards in the workplace shall be brought to the attention of the Health and Safety Committee. The parties further agree that any incident resulting in an injury to an employee shall be documented and a copy of such documentation shall be forwarded to the Health and Safety Committee. The Health and Safety Committee shall be responsible for the development and implementation of a health and safety program, including preventative management of potential dangers and hazards, and will recommend relevant training programs.

29.03 The Joint Health and Safety Committee shall monitor, assist in and recommend changes that relate to health and safety matters in documents including, but not limited to,

- a) Workplace Hazardous Material Information System
- b) Household Product Safety
- c) Transfer and Lifts for Support Workers
- d) Behaviour Support Strategies
- e) Health & Safety Program
- f) PER-700-01 - Statement of Commitment to Health & Safety
- g) PER-700-02 - Occupational Health & Safety Committee
- h) PER-700-04 - Workplace Safety and Insurance Board
- i) PER-700-06 - Modified Work
- j) PER-700-08 - First Aid
- k) PER-700-09 - Occupational Health and Safety
Workplace Hazardous Materials Information System

ARTICLE 30 - BULLETIN BOARDS

30.01 The Employer shall provide space on bulletin boards at all program administration locations upon which the Union shall have the right to post notices provided that such notices shall have been signed by the President of the Local Union or in his/her absence by his/her designate prior to the posting thereof and that the subject matter of all such notices shall be restricted to notices pertaining to recreational or social activities, notices of meetings or notices of results of elections. Provided further that no notice shall be posted by the Union on such bulletin boards containing advertising or political matter.

ARTICLE 31 - PICKET LINES

31.01 No employee who is a member of Local 3137 will be disciplined for refusal to cross a legal picket line where to do so would present a real danger of physical harm to the employee or a client of the Employer.

ARTICLE 32 - JOB SECURITY

32.01 The Employer shall retain the responsibility and the right to determine the methods by which all services are provided. Without restricting its right to determine the methods by which services are to be provided, the Employer agrees that no employee will be laid off from the Employer's employment as a direct result of the Employer contracting out any of its work or services normally performed by members of the bargaining unit or utilizing the services of a volunteer or student.

ARTICLE 33 - COPIES OF AGREEMENT

33.01 The Employer and the Union mutually agree to share equally the cost of the preparation of the new Collective Agreement in a sufficient number to provide each employee with a copy, and a reasonable number for the use of the Employer and the Union.

The Employer shall provide each new employee with a copy of the Collective Agreement upon his/her first day of employment.

ARTICLE 34 - JOB EVALUATION

34.01 The parties shall establish a Joint Job Evaluation Committee (JJEC) consisting of three (3) members of the Employer and three (3) members of the Union to evaluate bargaining unit jobs in accordance with the Joint Job Evaluation System (dated February 1, 1991).

34.02 Members of the JJEC, including the Alternate, shall suffer no loss of wages, benefits, or seniority for time spent in the job evaluation process including training.

34.03 Jobs shall be assigned the appropriate classification level and corresponding salary range in accordance with the Joint Job Evaluation System (dated February 1, 1991).

ARTICLE 35 - EMPLOYEE RELATIONS COMMITTEE

35.01 The Association and the Union recognize the need and importance of maintaining communication between employees and management. To this end, the parties agree as follows:

- (a) **Periodic meetings may be held between a Committee representing the Management of the Association (not more than three (3) persons) and a Committee representing the Union (not more than three (3) persons).**
- (b) **Such meetings will be held not more often than once every three (3) months, at the request of either party, and may by mutual agreement be held more frequently on urgent matters. The meeting will be held at a mutually convenient time and date. A meeting agenda including both parties' agenda items will be prepared by the party requesting the meeting at least 48 hours in advance of the meeting and minutes will be recorded.**
- (c) **The purpose of the meetings will be to discuss matters of mutual concern.**

It is expressly understood that such meetings will not discuss matters covered by the Collective Agreement and are not intended to replace or interfere with the established Collective Bargaining Procedures or the Grievance and Arbitration Procedures of this Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (d) **Union members of the Committee shall not suffer any loss of pay when attending meetings during their regularly scheduled shift.**

ARTICLE 36 - TERM AND EFFECTIVE DATES

36.01 Except as otherwise expressly provided, the terms of this Agreement shall come into effect on the date hereof, and shall continue in full force and effect until the 31st day of March, 2007, and shall continue from year to year thereafter without amendment unless either party gives to the other party within the period of ninety (90) days prior to the termination date notice in writing that it desires to amend or terminate the Agreement.

EXECUTED this day of , 2005.

**COMMUNITY LIVING
ESSEX COUNTY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3137**

**per,
Executive Director**

APPENDIX 1

Date:

**Canadian Union of Public Employees
21 Florence Street
OTTAWA, Ontario
K2P 0W6**

**Attention: Ms. Geraldine McGuire
National Secretary-Treasurer**

Dear Ms. Darcy:

Deduction of Union Dues

Enclosed please find a cheque in the amount of \$_____ for Local _____ of the Canadian Union of Public Employees. Said cheque covers the month of _____, _____. Local _____ had _____ full-time members and _____ part-time members in the month of _____, _____.

The Union dues structure of Local _____ is as follows:

The total regular wages paid during the month were \$_____.

Enclosed are two lists of names, and the amount of union dues deducted from the above members of this Local.

Employer

Address

Attachment

cc: Secretary-Treasurer, CUPE Local

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "A" - APRIL 1, 2005 TO SEPTEMBER 30, 2005

WAGE SCHEDULE FOR FULL TIME BARGAINING UNIT EMPLOYEES

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 1	YEAR 2	YEAR 3
Program Assistant	17.80	18.16	18.55	18.95
CL Senior Support Worker	17.80	18.16	18.55	18.95
CL Support Worker	16.88	17.24	17.62	18.02
Administrative Officer	15.02	15.25	15.47	15.70
CL Awake Night Support Worker	15.02	15.25	15.47	15.70
Administrative Officer Assist.	12.25	12.42	12.59	12.76

NOTE: The wages above represent hourly rates.

For each employee hired during the term of this Agreement, the wage rate established at the time of hire may include consideration for credit for prior employment experience.

LENGTH OF SERVICE FACTOR:

Each classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his first, second and third anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "B" - APRIL 1, 2005 TO SEPTEMBER 30, 2005

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER II

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 2	YEAR 4	YEAR 6
CL Part-Time Support Worker II	14.36	14.78	14.99	15.31

NOTE: The wages above represent hourly rates.

LENGTH OF SERVICE FACTOR:

This classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his second, fourth and six anniversary date in his position but will be subject to a satisfactory job performance appraisal.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "C - APRIL 1, 2005 TO SEPTEMBER 30, 2005

WAGE SCHEDULE FOR PART-TIME BARGAINING UNIT EMPLOYEES

EMPLOYEE CLASSIFICATION

CL Part-Time Support Worker

\$14.26 per hour/flat rate

NOTE: Probationary employees earn 10% less than the established rate.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "A" - OCTOBER 1, 2005 TO MARCH 31, 2006

WAGE SCHEDULE FOR FULL TIME BARGAINING UNIT EMPLOYEES

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 1	YEAR 2	YEAR 3
Program Assistant	17.95	18.31	18.70	19.10
CL Senior Support Worker	17.95	18.31	18.70	19.10
CL Support Worker	17.03	17.39	17.77	18.17
Administrative Officer	15.17	15.40	15.62	15.85
CL Awake Night Support Worker	15.17	15.40	15.62	15.85
Administrative Officer Assist.	12.40	12.57	12.74	12.91

NOTE: The wages above represent hourly rates.

For each employee hired during the term of this Agreement, the wage rate established at the time of hire may include consideration for credit for prior employment experience.

LENGTH OF SERVICE FACTOR:

Each classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his first, second and third anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "B" - OCTOBER 1, 2005 TO MARCH 31, 2006

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER II

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 2	YEAR 4	YEAR 6
CL Part-Time Support Worker II	14.51	14.93	15.14	15.46

NOTE: The wages above represent hourly rates.

LENGTH OF SERVICE FACTOR:

This classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his second, fourth and six anniversary date in his position but will be subject to a satisfactory job performance appraisal.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "C" - OCTOBER 1, 2005 TO MARCH 31, 2006

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER I

EMPLOYEE CLASSIFICATION

CL Part-Time Support Worker I

\$14.41 per hour/flat rate

NOTE: Probationary employees earn 10% less than the established rate.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "A" - APRIL 1, 2006 - SEPTEMBER 30, 2006

WAGE SCHEDULE FOR FULL TIME BARGAINING UNIT EMPLOYEES

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 1	YEAR 2	YEAR 3
Program Assistant	18.10	18.46	18.85	19.25
CL Senior Support Worker	18.10	18.46	18.85	19.25
CL Support Worker	17.18	17.54	17.92	18.32
Administrative Officer	15.32	15.55	15.77	16.00
CL Awake Night Support Worker	15.32	15.55	15.77	16.00
Administrative Officer Assist.	12.55	12.72	12.89	13.06

NOTE: The wages above represent hourly rates.

For each employee hired during the term of this Agreement, the wage rate established at the time of hire may include consideration for credit for prior employment experience.

LENGTH OF SERVICE FACTOR:

Each classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his first, second and third anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "B" - APRIL 1, 2006 - SEPTEMBER 30, 2006

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER II

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 2	YEAR 4	YEAR 6
CL Part-Time Support Worker II	14.66	15.08	15.29	15.61

NOTE: The wages above represent hourly rates.

LENGTH OF SERVICE FACTOR:

This classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his second, fourth and six anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "C" - APRIL 1, 2006 - SEPTEMBER 30, 2006

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER I

EMPLOYEE CLASSIFICATION

CL Part-Time Support Worker I

\$14.56 per hour/flat rate

NOTE: Probationary employees earn 10% less than the established rate.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "A" - OCTOBER 1, 2006 - MARCH 31, 2007

WAGE SCHEDULE FOR FULL TIME BARGAINING UNIT EMPLOYEES

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 1	YEAR 2	YEAR 3
Program Assistant	18.25	18.61	19.00	19.40
CL Senior Support Worker	18.25	18.61	19.00	19.40
CL Support Worker	17.33	17.69	18.07	18.47
Administrative Officer	15.47	15.70	15.92	16.15
CL Awake Night Support Worker	15.47	15.70	15.92	16.15
Administrative Officer Assist.	12.70	12.87	13.04	13.21

NOTE: The wages above represent hourly rates.

For each employee hired during the term of this Agreement, the wage rate established at the time of hire may include consideration for credit for prior employment experience.

LENGTH OF SERVICE FACTOR:

Each classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his first, second and third anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "B" - OCTOBER 1, 2006 - MARCH 31, 2007

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER II

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 2	YEAR 4	YEAR 6
CL Part-Time Support Worker II	14.81	15.23	15.44	15.76

NOTE: The wages above represent hourly rates.

LENGTH OF SERVICE FACTOR:

This classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his second, fourth and six anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "C" - OCTOBER 1, 2006 - MARCH 31, 2007

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER I

EMPLOYEE CLASSIFICATION

CL Part-Time Support Worker I

\$14.71 per hour/flat rate

NOTE: Probationary employees earn 10% less than the established rate.

LETTER OF UNDERSTANDING #1

President, Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Staff Training

This Letter of Understanding will confirm the Employer's agreement to provide assistance for staff training to employees in accordance with the following:

- (1) The employee must apply to the Manager of his/her Program prior to registration for approval to take a course of studies related to the employee's job and being given by an accredited educational institute. The course of studies shall not conflict with the employee's schedule of work with the Employer unless satisfactory arrangements can be made to re-schedule the employee's work hours.
- (2) The Manager of his/her Program may give his/her approval to the employee in writing. The withholding of approval by the Manager of his/her Program shall not be a matter subject to the grievance procedure in the Collective Agreement.
- (3) Upon proof being supplied by the employee to the Manager of his/her Program of the successful completion of an approved course of studies, or, where such course of studies extends over a period of more than one (1) year, of the successful completion of each semester of such course of studies, the Employer will reimburse the employee all legitimate and required expenses for tuition fees, books and course materials.
- (4) With respect to employees who have the approval of their Manager and employees required by the Employer to attend a seminar or workshop, the Employer will arrange for the payment in full of any registration fees prior to the commencement of the seminar or workshop, and with reasonable notice will provide an advance payment for any approved expenses.
- (5) Notices of courses in appropriate staff training and development shall be posted in the same locations as are posted notices of job posting.
- (6) The Employer shall provide the necessary training to employees responsible for administering any controlled act as defined under the Regulated Health Professionals Act. When an employee expresses a concern in performing such controlled act the Employer shall use all reasonable efforts to respond to the employee's concern.
- (7) The employer shall provide training for all seniority employees in First Aid/CPR and crisis prevention.

Yours truly,

Executive Director

LETTER OF UNDERSTANDING #2

**President, Local 3137
The Canadian Union of Public Employees**

Dear Sir/Madam:

Re: Use of Internal Mail Delivery Service

The Employer agrees to allow the Union to use internal mail delivery service to all work locations of the Association, when available, for notices from the President of the Union to be distributed to members of the bargaining unit, provided such notices are first approved for distribution by the Manager, Human Resources or his/her designate.

Yours truly,

Executive Director

LETTER OF UNDERSTANDING #3

President, Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Commitment to Part-Time Employees

This Letter of Understanding is set out to affirm the Employer's commitment to the scheduling of part-time employees. The Employer will consistently give consideration to the following factors when scheduling part-time sets of shifts:

- (1) Where possible, sets of shifts will be developed based on the needs of the people we support. In order to provide consistency for the people we support and to maximize the number of scheduled hours for the part-time employee, the fewest number of employees will be used at any one location consistent with the requirements of the program.
- (2) Sets of shifts will only be altered by the Program Manager when the needs of the people we support or the needs of the program change. For changes other than those of a temporary nature, not to exceed sixty (60) calendar days, the Program Manager will give serious consideration to seniority when assigning altered sets of shifts.
- (3) Further principles when developing sets of shifts will include:
 - (a) create consistency for the people we support,
 - (b) create routine schedules for employees,
 - (c) ensure employees have sufficient time off between shifts,
 - (d) ensure employees have sufficient day(s) off during the week.
- (4) No employee will have hours reduced without prior notice as stated in Article 16.07.
- (5) The part-time employee accepting a set of shifts must commit to the entire set. If personal circumstances require an employee to abandon this commitment or any part of it, the employee must give notice in writing to the Program Manager and the set of shifts will be reassigned using the following procedure, in the following order:
 - (a) according to seniority, offered to employees who report directly to the Program Manager and currently have sets of shifts in the location.
 - (b) according to seniority, offered to employees who report directly to the Program Manager and/or who have been oriented to the location.
 - (c) according to seniority bargaining unit wide, offered to employees who have the skills, ability and qualifications to perform the work.
- (6) If a set of shifts has not been filled as above, the available hours will be offered to employees in the program location who report directly to the Program Manager, provided all additional hours can be distributed without resulting in any part time employee being regularly scheduled for more than thirty-two (32) hours per week or resulting in overtime.

Yours truly,

Executive Director

LETTER OF UNDERSTANDING #4

**President, Local 3137
The Canadian Union of Public Employees**

Dear Sir/Madam:

Re: Policy & Procedures for Overnight Trips/Vacations

This Letter of Understanding confirms the Employer's agreement that the Statement of Policy and Procedures issued by the Employer with respect to the above captioned matter in September 1989, and affirmed on October 4, 1989, will remain in effect during the term of this Collective Agreement, and no changes will be made during the said term to the intent of the language and, in particular, to the provisions for payment, and that participation by the employee will remain voluntary.

Yours truly,

Executive Director

LETTER OF UNDERSTANDING #5

**President, Local 3137
The Canadian Union of Public Employees**

Dear Sir/Madam:

This is to confirm the agreement reached with the Union during the current negotiations that in order to assist the Employer in financing the wage increases set out in the new Schedules “A”, “B” and “C”, the Employer may retain the entire amount of the payments received from the Government of Ontario made in pursuance of the Minister’s announcement on May 5th, 2000, of additional moneys to be made available for salaries and wages. Subject to this exception, this letter will confirm that, notwithstanding the contents of Schedule “A”, “B” and “C” of the Collective Agreement, the Employer agrees that in the event it actually receives additional increased payments from the Government of Ontario that are either assigned to or specially designated for wage enhancements, it will distribute these additional funds on an equitable basis to all employees of the Association following consultation with the Union.

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #6

**President, Local 3137
The Canadian Union of Public Employees**

Dear Sir/Madam:

Notwithstanding the provisions of sub-article 28.04 of the Collective Agreement, the Employer agrees to become a participating employer in the Multi Sector Pension Plan (MSPP), by not later than October 1, 2005 provided the following conditions are met:

1. The Employer contributions to the MSPP shall be an amount equal to 2.5% of applicable wages, as currently defined, for all eligible employees. The Employee contributions to the MSPP shall be an amount equal to 2.5% of the applicable wages, as currently defined, for all eligible employees.
2. The Union shall provide the Employer with written confirmation that the Trustees of the MSPP have agreed to the following:
 - i) that the Employer's obligation to remit contributions under the MSPP is limited to contributions for seniority full time bargaining unit employees and seniority part-time bargaining unit employees with 1,850 hours of service;
 - ii) that the MSPP's delinquency/penalty clause shall not apply to remittance errors made by the Employer which are rectified within a reasonable period of time or to remittance errors arising from incomplete or inaccurate information provided by employees;
 - iii) to implement the recommended amendments necessary to address the Employer's liability concerns related to the MSPP as brought forward by the parties following a review of the MSPP whereby each party may rely on pension advisors to assist in the process.
3. Following compliance by the Union with all of the above, the parties will enter into a Participation Agreement with the Trustees of the Plan in compliance with the MSPP requirements and those of any applicable pension legislation.

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #7

President, Local 3137

Canadian Union of Public Employees

Dear Sir/Madam

This Letter of Understanding will confirm that, during negotiations, the Employer agreed to make the following amendments, by September 15, 2005, to Article 15, Promotions and Job Postings and Article 16, Transfers Within the Bargaining Unit, as shown below:

ARTICLE 15. PROMOTIONS AND JOB POSTINGS

- Article 15.02 to read as follows:
“Subject to Article 16.05, promotions and transfers within the scope of this agreement shall be awarded by seniority, as defined in Article 14, provided that the applicant has the skills, ability and qualifications to perform the work required, including meeting the needs of the person(s) supported.”

ARTICLE 16. TRANSFERS WITHIN THE BARGAINING UNIT

- Delete Article 16.04
- Add Sentence to the end of Article 16.05 as follows:
“Such transfers may be effected without regard to seniority.”
- Delete Article 16.07
- Renumber Article 16 accordingly.
- Delete Letter of Understanding #5 - RE: Recruitment/Selection/Internal Job Competition

The amendments to the language have been made in this Collective Agreement. Implementation of the new process is to be completed by September 15, 2005. Until implementation, September 15, 2005, the language and process for Article 15 Promotions and Job Postings and Article 16 Transfers Within the Bargaining Unit, as covered in the Collective Agreement dated May 9, 2003 to March 31, 2005, will remain in effect.

Yours truly,

Executive Director

SCHEDULE "D"

Policy & Procedure

Policy # PER-100-01

Section: General

Approved On: May 5, 1993

HARASSMENT IN THE WORKPLACE

POLICY STATEMENT

The Association will not tolerate any form of harassment in the workplace. The Association has the responsibility to ensure the provision of a work environment free of harassment and discrimination.

The Ontario Human Rights Code prohibits harassment in accommodation and employment because of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, handicap, age, marital status, family status, receipt of public assistance, or record of offenses. It also prohibits unwelcome sexual solicitations or advances made by a person of authority, or a reprisal because an advance has been refused.

DEFINITION

Harassment is a form of discrimination which tends to emphasize or define a relationship in which parties are viewed as unequal. It is demeaning, intimidating and restricts the lives of its victims.

Section 10(1) of the Ontario Human Rights Code, defines Harassment as:

...."engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."

Harassment is not an isolated compliment or remark; relationships between consenting adults which are voluntary and are based on mutual attraction; nor the normal exercise of supervisory responsibilities, including training, counselling, and disciplining when necessary.

TERMS OF REFERENCE

Sexual/Gender Harassment:

Sexual Harassment is defined as any unsolicited or unwelcome sexual behaviour, comment, action, suggestion or physical contact that creates an uncomfortable environment for the recipient. Sexual

harassment may also be a single sexual advance, particularly by one in authority, that includes or implies a threat and/or reprisal made after a sexual advance is rejected. Sexual harassment is a problem which primarily affects females, however, males as well can be victimized.

Personal Harassment:

Personal Harassment is defined as any repeated, intentional, offensive comment, behaviour or action made by individuals who knows or ought reasonably to know that such comments are demeaning to an individual or cause personal humiliation. It is also defined as the misuse of power such as intimidation, threats, blackmail and/or coercion. Personal Harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage, or otherwise interfere with the career of another employee.

In any form, harassment is to be viewed as disruptive and undesirable, affecting the well-being of any individual in the working environment.

Harassment, as defined by this Policy, includes, but is not limited to:

- . sexually suggestive remarks (written or verbal)
- . jokes (sexual in nature or not), innuendoes, comments, slurs (written or verbal)
- . sexual body language or leering
- . unwanted questions or comments of a personal nature (reference to one's body, attire, marital status, sexuality, lifestyle, etc.)
- . display of sexual materials (degrading pictures, cartoons or graffiti, etc.)
- . unwanted physical contact (touching, patting, hugging, groping, etc.)
- . unwelcome requests for social or sexual encounters
- . sexual favours, requested in exchange for workplace advantages.
- . ridiculing because of physical characteristics or dress as in the case of creed or country of origin;
- . singling out of individuals for humiliating or demeaning "teasing";
- . conduct or comments which are motivated by consideration of a person's membership to a target group;
- . display of cartoons, pictures or graffiti which are known or ought reasonably to be known as unwelcome.

COMPLAINT RESOLUTION

GUIDING PRINCIPLES

Each employee, individual supported, or volunteer may exercise the right to request information, or to lodge a complaint based on this Policy without fear or threat of reprisal for so doing.

A spirit of fairness must guide the proceedings. This includes the Respondent's right to know both the allegations and the Complainant, and the right of both parties to a fair and impartial resolution process.

Every attempt will be made to resolve complaints in an expedient and confidential manner and to ensure a fair practice for both the Complainant and the Respondent and to protect them against unsubstantiated claims which might result in harm or gossip.

It must be understood by all parties that strict confidentiality cannot be absolute due to the nature of the resolution process.

PROCESS

The Manager, Human Resources has been appointed by the Association to respond to inquiries, mediate resolutions in the informal process, and assist others, as requested, in the resolution of complaints.

The Complainant has the right to have his/her complaint addressed by anyone in the Association in a position of responsibility, the Ontario Human Rights Commission, Legal Counsel, or any internal procedure including the Grievance Procedure.

STEP 1 - INQUIRY

The Complainant or someone on behalf of the Complainant may request from the Manager, Human Resources, information pertaining to their rights, responsibilities, and options to resolve a complaint.

As appropriate, the Complainant will be encouraged to ask the Respondent to stop the unwelcome behaviour, comment, or attitudes.

The process may stop at this stage or proceed to Step 2 - Informal Complaint in writing, at the request of the Complainant.

STEP 2 - INFORMAL COMPLAINT

The Manager, Human Resources will mediate an Informal Resolution between the Complainant and the Respondent. The resolution will be a verbal and/or written apology, an agreement to stop the unwelcome conduct, with a Letter of Resolution read and signed by both parties. A copy of this letter will be given to each party, in addition to a copy which will be placed in a confidential file located in the office of Manager, Human Resources. If an agreement is reached at this stage, the process will stop. If an agreement can not be reached, or the Complainant wishes to proceed, the process will continue to Step 3 - Formal Complaints.

STEP 3 - FORMAL COMPLAINTS

- A. The Executive Director shall examine the information provided by STEP 2 and take steps to resolve the complaint, or determine whether a Review Committee be formed.
- B. Members of the Review Committee will be appointed by the Executive Director or designate. The role and responsibilities of the Review Committee are as follows:
1. Interview all employees, witnesses, and other persons involved in or having direct knowledge of the complaint. Prior to any interview, an employee must be advised of any allegations made against them.
 2. Document the proceedings of all interviews, and where appropriate, obtain signed statements from the persons interviewed.
 3. The Review Committee shall have the authority to require the attendance of all management and other staff involved in, or connected with the complaint.
 4. The Review Committee shall have the authority to request expert opinion on matters connected with the complaint.
 5. The Review Committee shall prepare a comprehensive written report to the Executive Director covering the following:
 - a summary of all evidence
 - recommended course of action to be followed

If a resolution is effected in which compensation or disciplinary action is required, such action may be subject to approval.

If no resolution is effected, The Ontario Human Rights will assume responsibility for the complaint and resolution.

NOTE: Should the Complainant choose to take the complaint to the Ontario Human Rights Commission at any time, all internal proceedings will stop.

SCHEDULE “E”

PERFECT ATTENDANCE

POLICY STATEMENT

Employees who have a perfect attendance record on a calendar year basis are recognized by the Association. To qualify, employees must have completed at least one (1) calendar year of continuous employment. This program applies only to full-time and part-time employees who qualify for sick leave.

PROCEDURES

1. Human Resources will review attendance records of all employees as of the last pay period of the calendar year and select those employees who attended work as scheduled for the entire year without any loss of work due to the use of sick time.
2. Employees who have perfect attendance will be given one (1) day off with pay. The day is chosen by the employee, with consideration given to the needs of their work location, and must be used within the next calendar year. Unused days are not accumulated or carried forward into the following year.
3. Employees who qualify will receive written recognition and a Notice of Paid Day Off Form (PER15) to be submitted with their Leave of Absence.
4. Human Resources will be responsible to co-ordinate and monitor this program.