

# Elgin Assn. for Community Living

## ARTICLE 1

### PURPOSE

|                  |          |
|------------------|----------|
| SOURCE           |          |
| EFF.             | 98 04 01 |
| TERM             | 00 03 31 |
| No. OF EMPLOYEES | 190      |
| NOMBRE EMPLOYÉS  | 190      |

The purpose of this agreement is to establish and maintain positive relations between the Association and bargaining unit employees, as represented by the union.

## ARTICLE 2

### RECOGNITION

- 2.1 The Ontario Public Service Employees Union (OPSEU) Local 151, for the purpose of this collective agreement, is recognized as the exclusive bargaining agent for all employees of the Association, except supervisors, management administrators, Executive Director, Secretary to the Executive Director, office and clerical employees, Special Services At Home, Lay Home Visitors, Associate Families, Live-In Partners and clients enrolled in a program or service by the Association.
- 2.2 Students hired for a specified period and who are enrolled in an educational program and who will be resuming studies, are excluded from the bargaining unit, provided they are not employed as replacement workers for temporary employment.
- 2.3 Employees may work for more than one supervisor or in more than one classification providing the combination does not result in a change of status from regular part time or part time to full time.

#### Definitions

#### 2.4 Permanent Employees

- a) Permanent Full Time is defined as employees who are regularly scheduled to work eighty (80) hours in a two-week pay period.
- b) Regular Part Time is defined as employees who are regularly scheduled to work sixty-four (64) hours in a two-week pay period.
- c) Part time is defined as employees who are scheduled to work between 16 and 64 hours in a two-week pay period.

#### 2.5 Temporary Employees

- a) Casual employees are those who provide relief for an absent permanent employee on an as-needed basis and whose hours of work are not regularly scheduled on the block schedule.
- b) Contract employees are temporary employees hired from outside the bargaining unit for a specified period for work on a non-recurring nature. Periods beyond 6 months may be extended by mutual agreement.
- c) Contract employees enjoy full rights of this agreement except the right to **grieve** termination at the end of the contract period and the right to **accrue** seniority.

## ARTICLE 3

### MANAGEMENT RIGHTS

- 3.1 The Union recognizes that the management of the operation of the Association and the direction of the work force are fixed exclusively in the Association and remain solely with the Association. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Association to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge, direct, classify, transfer, assign, retire, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim that an employee who has been unjustly discharged or disciplined may be the subject of a grievance; in a manner and to the extent herein provided.
  - c) establish and enforce reasonable rules and regulations to be observed by employees;
  - d) generally to manage and operate the business of the Association throughout the County of Elgin in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the kinds and locations of workplaces within the Association, the qualifications, allocation and number of employees required from time to time, and all other matters concerning the operation of the Association, except as expressly limited by the provisions of this collective agreement.
- 3.2 The parties agree that families are the foundation of the Association and recognize the responsibility to advocate for the needs of the families and persons with a developmental challenge, and to support people to advocate for their own needs. The Association must make the best use of available resources to meet evolving service needs, which are determined by individuals/families who we support, in consultation with persons providing those services.
- 3.3 These rights will be exercised in a fair and impartial manner consistent with the provisions of this Agreement.

## ARTICLE 4

### UNION RIGHTS

- 4.1 The Association will deduct from each employee in the bargaining unit, beginning on the first day of employment, a sum equal to the regular union dues from each pay. Such deduction will be as certified in writing from time to time to the Executive Director by the First Vice President/Treasurer of the Ontario Public Service Employees Union. The deductions will be remitted to the Union once per month on or before the 15<sup>th</sup> day of the month following such deductions. The Association will, when making all remittances to the Union, identify the employee by name, and indicate the amount deducted from each employee.
- 4.2 Union dues will be deducted, as per Article 4.1, on retroactive increases to basic salary.
- 4.3 The Union agrees to indemnify and save the Association harmless in respect of all suits, actions or causes of action that may arise in respect of the deduction and remittance of dues provided herein.
- 4.4 The Association will inform the Local 151 Union President within seven (7) calendar days of hiring of the name and work location of any new bargaining unit employee.
- 4.5 A Union steward may meet with new employees within seven (7) days of hiring to provide a copy of the collective agreement.
- 4.6 The local union president will be granted reasonable time off, without loss of pay, to administer to local business.
- 4.7 All correspondence between the parties, arising out of this agreement, will be in writing and is considered sufficient if sent by mail or fax addressed to the union, to the Local President or Staff Representative, and if to the Association, to the Executive Director.
- 4.8 The Employer and the Union agree that it is in the best interest of the Association for employees to become familiar with the rights, provisions and obligations of this Agreement. The parties will mutually share the cost of reproducing this Agreement.
- 4.9 Employees may request the assistance of OPSEU representative(s) at all times in matters relating to this agreement.

- 4.10 Stewards may use the Association fax machine, photocopiers and phone for union business. A record of all photocopies and long-distance calls will be maintained by the stewards, submitted to the local and paid to the employer on a quarterly basis.

## ARTICLE 5

### DISCRIMINATION AND HARASSMENT

- 5.1 No discrimination or harassment will be exercised or practiced by the parties to this agreement **because** of an employees' membership or non-membership in the union, an employee's activity or lack of activity in the Union, or because an **employee** exercises her statutory rights under applicable legislation.
- 5.2 No discrimination or harassment will be practiced or permitted by the Employer or the Union to an employee because of sex, sexual orientation, age, marital status, race, ancestry, place of origin, color, ethnic origin, citizenship, creed, record of offences, family status, handicap or political or religion affiliation.
- 5.3 All forms of harassment and discrimination will be first investigated within the Association's Harassment Policy. Should the matter not be resolved within thirty (30) days, it may **be subject** to the grievance, and/or mediation/arbitration provisions of this agreement. Where an employee initiates a grievance under this article, it will be filed at Step 3 of the grievance procedure.
- 5.4 In the case of discrimination/harassment grievance or complaint, the time limits for filing will not apply.

## ARTICLE 6

### NO STRIKES, NO LOCK-OUTS

- 6.1 The Association agrees that it will not cause or direct any lock-out of its employees during the operation of this agreement.
- 6.2 The Union agrees there will be no strike, slow-down, sit-down, or other stoppage of work, either complete or partial, during the operation of this Agreement.
- 6.3 The Union will not involve any employees of the Association during their scheduled work time, or the Association itself, in any dispute that may arise between any other employer and the employees of any such other employer.



## ARTICLE 7

### JOINT PROBLEM SOLVING/GRIEVANCE PROCEDURE

- 7.1 For the purpose of this agreement, a grievance is defined as a vehicle to resolve differences between the parties which arise from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether a matter is arbitrable.
- 7.2 Complaints will be considered and resolved as quickly as possible.
- 7.3 Any grievance settled or withdrawn through this process will not be the subject of another grievance by the same grievor in reference of the same incident.
- 7.4 For the purpose of this clause the term “working days” means Monday through Friday, exclusive of designated holidays.

#### **Complaint Resolution – Joint Problem Solving**

- 7.5 Complaints will be presented verbally to the primary supervisor or designated alternate within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred, or the earliest date the employee could have reasonably become aware of the circumstances. Resolution will be attempted through joint problem solving with union/management representation. The primary supervisor will state her decision to the employee within seven (7) working days.
- 7.6 If the matter is not resolved within seven (7) working days after the complaint has been discussed, the employee may within seven (7) working days, then present a grievance as follows in Step 1.

#### **Grievance Procedure – Step 1**

- 7.7 A written grievance may be submitted to the Program Director or designate within seven (7) working days after a decision is rendered under the joint problem solving procedure.
- 7.8 The employee has the option to be accompanied and/or represented by a steward at each stage of the grievance process.
- 7.9 The signed and written grievance will contain:  
a) a statement of grievance  
b) the article or articles of this Agreement alleged to have been contravened, and

c) remedy sought.

- 7.10 The Program Director or designate will hold a meeting with the grievor and steward within seven (7) working days of the receipt of the grievance. The Program Director or designate may have one member of management present during the meeting and the Human Resources Manager as a resource. The purpose of this meeting is to determine the facts of the grievance. The Program Director or designate will state her decision in writing to the grievor within seven (7) working days of the meeting.
- 7.11 If the matter is not resolved at Step 1, the grievor may, within seven (7) working days after the decision is rendered, proceed to Step 2, by written notice to the Executive Director or designate.

#### Grievance Procedure – Step 2

- 7.12 The Executive Director or designate, will, within seven (7) working days of receipt of the grievance, hold a meeting with the grievor and her representatives(s). The Executive Director or designate may have the Human Resources Manager and up to two management team members in attendance at the meeting. The Executive Director or designate will state the decision in writing to the grievor within seven (7) working days of the meeting.
- 7.13 If the matter is not resolved in a Step 2, either party may, within ten (10) working days, request that the grievance be referred to mediation/arbitration in accordance with the provisions of Article 8 of this agreement. The written request will be forwarded by any system that provides proof of delivery.

#### Policy Grievance

- 7.14 A grievance arising directly between the Association and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2, within seven (7) working days of the event-giving rise to the grievance. The first step in resolution of a policy grievance is to jointly determine the nature of the dispute on an article in the collective agreement.
- 7.15 Policy grievances will be resolved by the Union Staff Representative and Executive Director or designates.
- 7.16 Failing settlement, the grievance may be submitted to mediation/arbitration in accordance with Article 8 within ten (10) working

days. The provisions of this paragraph may not be used to initiate a complaint or grievance directly affecting an employee in circumstances when the regular grievance procedures or harassment complaint process are available.

#### Dismissal Grievance

- 7.17 A discharged employee who **alleges** dismissal without just cause may file a written grievance within **seven (7)** working days of the discharge. The grievance will be initiated at **Step 2** of the grievance procedure.
- 7.18 If the grievor fails to process a **grievance** or to request that the grievance be referred to mediation/arbitration within the time limits as set out in this Article, the complaint or **grievance** will be deemed to have been abandoned.
- 7.19 During the probationary period an **employee** may be dismissed for failure to meet the requirements of the position without recourse to the grievance procedure.
- 7.20 Contract employees have no right to grieve termination at the end of the contract period.
- 7.21 An employee may, at any time during the grievance process, withdraw her grievance.
- 7.22 Time limits established in this Article may be extended, in writing, by mutual agreement. A signed settlement or withdrawal of grievance is binding on the parties to the grievance.

## ARTICLE 8

### MEDIATION/ARBITRATION

- 8.1 Where a grievance is not resolved under the grievance procedure, either party may, within twenty (20) working days of the last disposition of the matter, refer the grievance to the mediation/arbitration process.
- 8.2 The referring party will notify the other party in writing that it is proceeding to mediation/arbitration and provide a list of three (3) proposed mediator/arbitrators.
- 8.3 Within seven (7) working days of the receipt of the above notice, the responding party will reply, either accepting one of the proposed mediator/arbitrators or proposing three (3) alternate mediator/arbitrators.
- 8.4 Where the parties are unable to agree to a mediator/arbitrator within fifteen (15) working days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint an arbitrator.
- 8.5 The arbitrator will convene a meeting and attempt to mediate a settlement to the dispute. Where a settlement is not achieved the arbitrator will render a decision which shall be final and binding upon the parties and all affected employees.
- 8.6 The Union and the Association will share the expenses and fees of the mediation/arbitrator process equally.
- 8.7 The term "working days" for the purpose of this agreement means Monday through Friday, exclusive of recognized designated holidays.
- 8.8 An employee may, at any time during mediation/arbitration, withdraw her grievance.

## ARTICLE 9

### UNION REPRESENTATION

- 9.1 The Association will recognize one (1) Union President and four (4) Stewards as representatives of the Union.
- 9.2 The union will notify the Association of the names of the Stewards and the effective date of their selection. The Association is not required to recognize any representatives until it has been so notified.
- 9.3 The Union recognizes and **agrees** that Stewards have duties and responsibilities to perform in connection with her employment. One of the duties and functions of the Steward is to assist in carrying out the terms and provisions of the Agreement.
- 9.4 The Steward has the privilege of leaving her work to attend to union business, without loss of basic pay, with the following conditions:
- a) The business must be between the Union and management, or concern a matter arising out of Articles 7 and/or 8,
  - b) The time will be devoted to the prompt handling of necessary Union business,
  - c) The Steward concerned will obtain the prior authorization of the supervisor of her work location before leaving work; such authority will not be unreasonably withheld,
  - d) Stewards may enter another work location with prior authorization of the supervisor of the work location concerned; such authorization will not be unreasonably withheld,
  - e) Union Stewards on scheduled duty may attend grievance meetings without loss of pay. Such time will not be used to calculate overtime and is not considered scheduled time for purposes of establishing the right to full time status,
  - f) The Association reserves the right to limit such time if deemed to be excessive.

- 9.5 The Union will have a negotiating committee consisting of three (3) bargaining unit members and the staff representative. The bargaining unit members will be paid at their regular straight time hourly rate of pay for direct negotiations with the Employer. Such time is not used for the purpose of determining full time status.
- 9.6 The Union and the Employer agree that the Employee/Employer Relations Committee (EERC) is recognized as a standing committee of the Association, which is administered in accordance with the EERC policy agreed to by the parties.
- 9.7 Union Representatives to the EERC are paid for their time in attendance at meetings of the EERC. Such time is not used for the purpose of determining full time status.
- 9.8 Correspondence between the parties arising out of this agreement will be in writing and deemed sufficient if sent by mail or fax addressed, if to the Union, to the Local President and/or Staff Representative, and if to the Association to the Executive Director.
- 9.9 The Association will notify the Local Union President of all job postings, transfers and terminations.

## ARTICLE 10

### BULLETIN BOARD

- 10.1 The Union may post notices on manual, electronic, or voice mail bulletin boards provided and assigned **by** the Association. All Union notices will be copied to the Executive Director or designate, prior to posting.

## ARTICLE 11

### SENIORITY

11.1 "Seniority" is defined as the length of continuous service with the Employer in any bargaining unit position calculated on the basis that one year of seniority is equal to 2080 hours of paid service per fiscal year.

11.2 Seniority is maintained and accumulated in the following circumstances:

- a) when an employee is actually at work for the Association;
- b) when an employee is away from work in recovery from a work related illness/injury;
- c) when an employee is on leave of absence with pay;
- d) when an employee is on pregnancy/parental leave;
- e) for the first four weeks (2 pay periods) of any unpaid leave;
- f) when an employee is on pre-authorized Union leave.

11.3 Seniority is maintained, not accumulated in the following circumstance:

- a) when an employee is transferred out of the bargaining unit on a temporary basis, for up to one year or such longer period as mutually agreed;
- b) when an employee is receiving benefits under WI, or LTD exceeding 4 weeks (2 pay periods);
- c) periods of leave without pay exceeding 4 weeks;
- d) when an employee is absent for more than three (3) consecutive working days without permission or without a satisfactory reason;
- e) during a period of lay-off.



11.4 An employee will lose seniority standing and employment will be deemed to be terminated under the following conditions:

- a) the employee quits, resigns, or retires;
- b) the employee is discharged and is not reinstated through the grievance procedure or mediation/arbitration;
- c) the employee fails to return to work upon the expiration of the ~~leave~~ of absence, or uses a leave of absence for a purpose other than that for which it was granted;
- d) the employee fails to make arrangements to return to work within ~~five~~ (5) days of receiving a notice of recall. Notice is ~~deemed~~ to have been received three (3) calendar days following registered mail being sent to the last known address of the employee;
- e) the employee has been laid off for twenty four (24) consecutive months;
- f) the employee is absent from scheduled work for a period three (3) or more consecutive scheduled working days without notifying her primary supervisor and/or without providing a satisfactory explanation;
- g) the employee has not accepted a shift for a continuous period of 60 days unless on an authorized leave of absence;
- h) the employee has been medically unavailable for work due to illness/injury for more than twenty four (24) months. (This section is qualified by the provisions of the Ontario Human Rights Code).

11.5 Following successful completion of the probationary period seniority will be credited from the first day worked in the probationary position

11.6 Contract employees who are hired as permanent employees without a break in service of greater than thirty (30) calendar days will be credited with seniority upon completion of their probationary period, effective the start date in the contract position.

- 11.7 Employees moving from part time to full time will be credited with prorated seniority and vice versa.
- 11.8 The Association will prepare and post in accessible designated locations, a current seniority list for employees based on the length of service in the bargaining unit twice per year, usually in April and October.
- 11.9 Employees are responsible to provide, in writing, a current address and telephone number at which she may be contacted.
- 11.10 Non bargaining unit employees may be permanently transferred into a new or vacant bargaining unit position to avoid layoff provided the employee is qualified to perform the duties. In such case, an employee is entitled to service for the purpose of calculating benefit and vacation entitlement, but not seniority.

## ARTICLE 12

### LAYOFF/RECALL

- 12.1 When circumstances arise that may result in restructuring of programs giving rise to possible layoffs, the parties will meet to negotiate possible solutions to avoid layoffs, all other viable alternatives will be undertaken before layoffs are implemented.
- 12.2 In the event of layoff, the **Employer** will first solicit voluntary layoffs from among the classifications **affected**. If voluntary layoffs are not feasible, notice of layoffs will be given in reverse order of seniority within the classification affected.
- 12.3 Layoff notice will be given in accordance with the Employment Standards Act, but in no case shall less than one (1) month's notice be given.
- 12.4 An employee who has been given layoff notice will be placed in the same or higher classification for any vacant position for which she possess the required qualifications and ability to perform the work. If two (2) or more people who have relatively equivalent qualifications and ability to perform the work, then seniority will apply.
- 12.5 When an employee who has received layoff notice cannot be placed in a vacant position, she will have the option to:
- a) displace an employee with less seniority in an equal or lower classification for which she has the required qualifications and ability to perform the work, or
  - b) accept a temporary placement in a position of equal or lower classification for which she has the required qualifications and ability to perform work; or
  - c) if full-time, accept placement in a vacant regular part time position of equal or lower classification for which she has the required qualifications and ability to perform the work.
- 12.6 When a full time employee who has received layoff notice is placed in a temporary or part time position, she will be considered for full time vacancies in priority to all other employees. If more than one employee is affected the order of placement will be according to seniority.

- 12.7 The names of employees who are laid off will be placed on a recall list for a period of twenty four (24) months, and when vacancies occur for which they possess the qualifications will be recalled in order of seniority. A recalled employee who does not report for work on the specified day and time without providing the employer with a satisfactory explanation will be deemed to be no longer an employee or a member of the bargaining unit in accordance with Article 1 ■4 (d) and will not be subject to further recall.
- 12.8 Leave with pay credits, including vacation, sick leave with pay; discretionary and floating holidays do not accrue during the lay off period.
- 12.9 It is the sole responsibility of each laid-off employee to notify the Association and Union promptly in writing of any changes in address. If an employee fails to do this, neither the Association nor the Union will be responsible for failure of a notice to reach such employee.
- 12.10 Permanent employees who are laid off indefinitely, voluntarily or otherwise will receive severance pay if they have been in the employed for least five- (5) consecutive years without a break exceeding 30 days. Severance pay will be equal to one (1) week pro-rated non-overtime pay multiplied by the number of years of employment to a maximum of twenty-six (26) weeks' pay.

## ARTICLE 13

### LEAVE WITHOUT PAY

#### **Pregnancy/Parental Leave without Pay**

- 13.1 Pregnancy and parental leave without pay will be granted in accordance with the Employment Standards Act.
- 13.2 The Association will continue to **make** group insured benefits premium payments during the Pregnancy **and** Parental Leave provided the employee elects in writing to continue such benefits, subject to the requirements of the group insurance policy. The employee bears full responsibility for ensuring their premium payments are paid during the Pregnancy and Parental Leave. Where the employee does not make the required monthly contribution, the Association will not have any further obligation to continue benefit coverage for the employee for the duration of such leave.
- 13.3 Upon completion of Pregnancy and Parental Leave, the employee will return to the position held immediately prior to the commencement of the leave, or comparable position should the original position be eliminated.

#### **Personal Leave without Pay**

- 13.4 The Association may, at its discretion and upon written request, grant leave without pay to an employee for personal reasons for a period not to exceed 12 months. Benefits will continue, under the current cost sharing arrangement (excluding group retirement savings plan contributions) for 4 weeks, at the discretion of the employee.
- 13.5 After the 4 week period, and for the remainder of the period of personal leave without pay, the employee may elect in writing to continue benefits, providing the employee bears sole responsibility for ensuring full premium payments are paid during the leave. Where the employee does not make the required contribution, the Association will not have any further obligation to continue benefit coverage for the employee for the remainder of the leave period.
- 13.6 The employee remains eligible to make voluntary GRRSP contributions during the leave without pay period. The Association will suspend its contribution during the period of leave without pay.

- 13.7 Upon completion of the leave without pay period, the employee will return to the position held immediately prior to the commencement of the leave, or comparable position should the position be eliminated.

### **Leave for Union Business and Employment**

- 13.8 Upon written request, an employee will be granted leave of absence without pay to attend union meetings. This provision is subject to the efficient operation of the Association and will not be unreasonably withheld.
- 13.9 When an employee is elected or appointed to a full time position with OPSEU, the employer will grant a leave of absence with pay for a maximum period of 2 years, which may be extended by mutual consent. Regular pay and benefits will continue for the leave period with full reimbursement by OPSEU for all direct pay and benefit costs for the duration of the leave period.

### **Self-Funded Leave**

- 13.10 At the written request of the employee, and at the discretion of the employer, a portion of earnings may be set aside over a minimum period of six months to allow an employee to take a period of self-funded leave equal to the time earned, with pay. The employee will continue to accrue seniority, draw pay and continue access to benefits according to entitlements and provided the employee maintains contributions for the period of leave.

### **General**

- 13.11 An employee's leave with pay entitlements will be proportionately reduced for leaves of absence without pay exceeding four **(4)** weeks, except for work related illness or injury and pregnancy/paternity leave.

## ARTICLE 14

### LEAVE WITH PAY

14.1 Leave with pay is not transferable between employees.

14.2 Probationary employees earn but are not entitled to take leave with pay.

#### Leave with Pay Credits

14.3 In February of each fiscal year, full time employees classified as support coordinator may opt to cash in for payment, up to a maximum of 50% of earned but unused vacation leave with pay and float credits at a rate of 50%.

#### Bereavement Leave

14.4 Bereavement leave is granted under the following terms and conditions:

- a) In the case of the death of an employee's spouse, parent or child an employee will be granted leave with pay up to five (5) scheduled shifts, within seven (7) calendar days of the death.
- b) In the case of the death of an employee's ward, guardian, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild, and employee will be granted leave with pay for up to three (3) consecutive scheduled shifts, up to and including the day following the funeral.
- c) An employee will be granted up to a total of eight (8) hours in any fiscal year to attend the funeral of friends and/or relatives not defined above.
- d) Additional leave without pay may be granted for special circumstances such as travel time related to deaths described above as authorized by her primary supervisor.
- e) It is agreed that all entitlements under this article will include those flowing from a spousal partnership and that all entitlements arise out of only one spousal relationship

#### Training and Development

14.5 Where the Association requires that an employee attend a training event the employee will be paid at their regular rate of pay for attendance and

reimbursed for all pre-authorized expenses incurred while attending the training event.

- a) An employee who allows her First Aid/CPR and/or CPI certification(s) to lapse must take refresher training at her own expense and on her own time, unless the employer failed to offer the retraining opportunity.
- b) Where the employee attends non-mandatory courses or training, the Association, at its sole discretion, will determine in advance the level of financial support including wages, reimbursement for fees, or other related expenses.
- c) Decisions of the employer will not be subject to the grievance and mediation/arbitration process as outlined in this agreement.
- d) Employees are eligible for financial support to participate in a course of study relevant to their work with the employer in accordance with the Association training policy.

### **Jury/Court Duty with Pay**

14.6 Employees covered under this clause; will be, deemed to be scheduled for the day shift.

- a) When an employee is selected for service as a juror, or is subpoenaed as a witness in a matter related to her employment with EACL, she will be compensated for loss of pay for her regularly scheduled hours for each day served, and will return to the Employer any fee received as a juror or witness. However, should the employee present herself for selection as a juror and not be selected, she will return to her primary workplace, or other workplace as assigned, to complete her remaining normally scheduled work day.

### **Statutory Holidays**

14.7 Employees covered by this Agreement are entitled to the following Statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.

14.8 Employee entitlement to and payment for statutory holidays is determined in accordance with the Employment Standards Act. Employees whose scheduled day off falls on a statutory holiday or designated day will be paid holiday pay, or granted a lieu day at her option.



### **Floating Days with Pay**

- 14.9 The parties agree that if Remembrance Day is legislated as a Statutory Holiday, it will result in an equal reduction in the number of floating days provided in this agreement.
- 14.10 Full time employees are entitled to ~~twenty~~-four (24) hours off with pay during the fiscal year, at a time mutually agreed with the primary supervisor, which will not be unreasonably withheld.
- 14.11 No hours may be carried over from one year to the next.
- 14.12 This entitlement is pro-rated for newly hired or newly appointed full time employees or employees on leave without pay based on the period remaining in the fiscal year.

### **Sick Leave with Pay**

- 14.13 Permanent full time employees will be credited with eighty- (80) hour's sick leave with pay on April 1<sup>st</sup> of each year. Employees may maintain up to 120 hours banked.
- 14.14 Full time employees are entitled to carry over up to 50% of earned but unused hours of sick leave with pay credits to a maximum of 40 hours. The total banked sick leave with pay credits may not exceed 120 hours.
- 14.15 Regular part time and part-time employees with 6000 hours of at work service receive sick leave with pay credits on a pro-rated basis. Employees may maintain up to 80 hours banked.
- 14.16 Regular part time and part time employees are entitled to carry over up to 50% of earned but unused hours sick leave with pay credits to a maximum of 30 hours. The total banked sick leave with pay credits may not exceed 80 hours.
- 14.17 An employee is required to notify her primary supervisor or designate of an intended absence due to illness or injury at least (2) hours before the commencement of her shift, or as agreed based on program needs.
- 14.18 When an employee has submitted an insurance claim following workplace injury or illness, and is awaiting confirmation of eligibility, the Employer will, upon written request by the employee, maintain wages up to the accrued sick and vacation leave with pay credit balance. When the claim

has been approved, the employee will have the option to reimburse the sick credit and vacation pay used.

- 14.19 At the beginning of the fiscal year and once during the year employees will be notified in writing of their sick leave with pay credits.
- 14.20 The employer may recoup used but unearned sick leave and credits when an employee terminates her employment.
- 14.21 When an employee is on sick leave without pay for illness and/or workplace injury, and it is likely she will be absent for a period of greater than 12 months, her position may be filled. Upon her return the employee will be appointed to a comparable vacant position for which she is qualified. The employee's status will be protected. Where no comparable position is available the employee may exercise bumping rights under Article 12.5.

### **Discretionary Leave with Pay**

- 14.22 Employees eligible for discretionary days as of August 29, 1998 and who maintain their status as Full Time, Regular Part Time, or Part Time, as defined in Article 2.4 are entitled up to thirty-two (32) hours discretionary leave credits.

Full Time employees discretionary leave credits are awarded for the current fiscal year, on the basis of 2080 hours worked per fiscal year.

Regular Part Time, and Part Time employees discretionary leave credits are calculated on a pro-rated basis of hours worked in the previous year according to the following:

- a) Carry over from one year to the next is not permitted;
- b) Discretionary leave credits are calculated from the effective date of appointment for Full Time employees. Regular Part Time, and Part Time employees become eligible for discretionary leave credits when the employee's hours of work exceeds 6000 hours;
- c) Casual employees, or Full Time, Regular Part Time or Part Time employees who change to casual status are not entitled to discretionary leave credits.
- d) Discretionary leave credits will not be unreasonably denied taking into account adequate coverage in each classification and workplace.

## **Vacation Leave with Pay**

14.23 Vacation leave with pay is granted as follows:

- a) The vacation year is from April 1 to March 31. Vacation leave may not be carried over to the next year unless requested in writing by the employee normally no later than January 31 and approved in writing by the primary supervisor or designate.
- b) Vacation entitlement **is** based on the employee's rate of pay at the time vacation is taken.
- c) Vacation entitlement is based on the employee's service as of April 1<sup>st</sup> of the current year.
- d) Casual and probationary employees receive vacation pay and time as defined in the Employment Standards Act. Payment for vacation pay will usually be provided in April.
- e) Part time vacation leave entitlement is outlined in table 1.
- f) Full time vacation leave entitlement is outlined in table 2.
- g) Part time employees receive pro-rated vacation pay based on the hours paid.

14.24 When an employee's vacation leave is interrupted due to an illness requiring, the employee to be an inpatient in a hospital, the employee may request her vacation leave be amended to sick leave with pay based on her available credits, or may be amended to personal leave without pay. In both cases the employee must provide satisfactory documentation of the hospitalization.

14.25 When a statutory holiday falls within an employee's vacation, she is entitled to an equal number of vacation credits to be taken at a mutually agreed upon time.

14.26 Employees must normally take vacation leave in a minimum of one (1) day blocks.

- 14.27 The vacation leave period will be mutually arranged between the employee and the primary supervisor, taking into account adequate coverage in each classification and workplace.
- 14.28 Seniority will prevail if a dispute occurs over vacation leave scheduling.
- 14.29 The request for vacation leave with pay will normally be submitted in writing two weeks prior to the date the period of vacation is to begin to permit adjustment to the schedule.
- 14.30 An employee appointed to a permanent full time position from within the bargaining unit will earn vacation leave with pay credits as follows provided the entitlement does not result in a reduction. For the purposes of this clause the years of service calculation begins on the date of continuous service not interrupted by a break in service in excess of 2 pay periods.

**Table 1**

| <b>RPT and PT Hours of Service</b> | <b>Vacation Entitlement</b>   |
|------------------------------------|---|
| First 0 – 6000 hours               | 4% vacation pay & 2 weeks vacation leave without pa   |
| <b>RPT and PT Hours of Service</b> | <b>Vacation Entitlement</b>   |
| 6001 – 10,000 hours                | 6% vacation pay & 3 weeks vacation leave without pa or leave with pay on a pro-rated basis. |
| 10,000+ hours                      | 8% vacation pay & 4 weeks vacation leave without pa or leave with pay on pro-rated basis.   |

**Table 2**

| <b>Permanent Full Time Employees Service</b> | <b>Vacation Entitlement Earned Monthly</b>           |
|--|--|
| 0 – 5 years of service                       | 6.67 hours vacation with pay per month               |
| 5+ to 10 years of service                    | 10 hours vacation per month/3 weeks pay per annum    |
| 10+ to 15 years of service                   | 13.33 hours vacation per month/4 weeks pay per annum |
| 15+ to 20 years of service                   | 16.66 hours vacation per month/5 weeks pay per annum |
| 20+ years of service                         | 20 hours vacation per month/6 weeks pay per annum    |

**Grandparent Provision**

All permanent full time employees hired prior to February 28, 1995 will be eligible for vacation entitlement under the terms and conditions set out in the full time collective agreement dated April 1, 1992 unless the terms and conditions of this current agreement are more favourable to the employee. Refer to Table 3.

**Table 3**

|            |                                  |
|------------|----------------------------------|
| 0-1 year   | 1 day/month of service to max 10 |
| 1-10 years | 20 days                          |
| 10 + years | 25 days                          |

## ARTICLE 15

### HOURS OF WORK

#### **Hours of Work**

- 15.1 This clause is intended to define the normal hours of work and is not a guarantee of hour's work per day or per week, or of days of work per week. It is agreed and understood that the Association is a twenty-four (24) hours per day, seven (7) days a week, continuous operation and those services must be maintained. It is agreed that employees may be required to work all 3 shifts as determined by the employer.
- 15.2 The normal hours of work for full time employees is eighty (80) hours in a two (2) week pay period and eight (8) hours a day unless mutually agreed otherwise.
- 15.3 Employees are entitled to a thirty (30) minute paid meal break in any shift when required to work more than five (5) consecutive hours.
- 15.4 The employer will provide paid rest periods subject to the needs of the clients.
- 15.5 Employees are entitled to eight (8) hours off duty between shifts unless otherwise mutually agreed by the employee and the supervisor involved.
- 15.6 Employees are required to remain at the workplace until replacement has arrived. Should the replacement be late or unable to attend, the employee will remain at the workplace until other arrangements can be made.
- 15.7 Work schedules are posted in an appropriate place at least four (4) weeks in advance.
- 15.8 The Association may change or cancel an employee's scheduled time as posted provided the employee, has been previously notified by the Association either orally or by voice message left at the phone number provided by the employee.
- 15.9 If the employee has been notified less than eight (8) hours before the scheduled time, she is entitled to remuneration for three (3) hours pay unless the original schedule was less than three hours; in that case the employee is eligible to receive payment for hours originally scheduled.

- 15.10 When there is an emergency beyond the control of the employer/client, the three- (3) hour minimum pay is waived, except that when an employee has already reported for work, she will receive one (1) hour pay.

## ARTICLE 16

### JOB POSTING

#### **General**

- 16.1 For competitive postings, candidate selection will be made on the basis of relative equality in qualifications and with regard for transparency and equity. Consumer and/or family members may participate in the selection process.
- 16.2 Posting notices will state the position classification, block and location, qualifications, hours of work and rate of pay.
- 16.3 Transfer of staff for accommodation due to health and safety or medical reasons are not a violation of this article.

#### **Permanent Full Time**

- 16.4 When a permanent full time vacancy occurs or when a new position is created within a block of the bargaining unit, written requests for transfer will be considered from full time staff in that block who were deemed qualified for that position. Selection from the transfers will be on the basis of seniority and the subsequent full time vacancy will be posted Association-wide as a competitive posting for a period of seven (7) calendar days. Candidates will be selected on the basis of skill and the ability to perform the job. Where skill and ability are relatively equal, seniority will be the determining factor.

#### **Regular Part Time and Part Time**

- 16.5 When a permanent regular part time or part time vacancy occurs within a block of the bargaining unit, written requests for transfer will be considered from staff in that block of greater or equal status who are deemed qualified for the position. Selection from among the requests for transfers will be on the basis of seniority.
- 16.6 Should the position remain unfilled a competitive posting will be open to all bargaining unit staff.

- 16.7 At the time of posting, the Association may also advertise outside the bargaining unit, however bargaining unit applicants will be considered in priority to external candidates.

### **Temporary Vacancies**

- 16.8 Employees with equal status are given priority in consideration for temporary vacancies within the block on the basis of seniority.
- 16.9 Subsequent or unfilled temporary vacancies will be allocated to the most senior qualified employee within the block who expresses an interest prior to posting outside the block.

### **Casual Vacancies**

- 16.10 Casual positions will be filled on the basis of seniority unless specialized qualifications are required.

### **Orientation Period**

- 16.12 At the request of either the employee or employer, an employee may return to her former or comparable position if, within 520 hours, she is unable to meet the requirements of the position.



## ARTICLE 17

### PROBATION

- 17.1 An employee newly appointed from outside the bargaining unit is on probation for the first five hundred and twenty (520) hours worked. Such period may be extended by mutual consent.
- 17.2 A probationary employee is not entitled to compete for, or transfer to other positions that may become available.
- 17.3 The employee's work performance will be evaluated during the probationary period.
- 17.4 Seniority will be credited from the date of appointment upon successful completion of the probationary period.
- 17.5 Employment may be terminated during the probationary period for failure to meet the requirements of the position, without recourse to the grievance provisions of this agreement.

## ARTICLE 18

### OVERTIME AND LIEU TIME

#### **Overtime**

- 18.1 The Employer has the right to schedule overtime when required. Overtime will be approved by the employee's primary supervisor and will be paid at time and one-half of the employee's regular rate of pay for the actual hours worked beyond eighty-eight (88) hours in a two-week pay period.

#### **Lieu Time**

- 18.2 Employees have the option to accumulate time off in lieu of being paid for hours worked in excess of eighty (80) hours per two-week pay period.
- 18.3 The maximum hours accumulated and maintained in an employee's lieu bank is 24 hours.
- 18.4 Employees may request authorization to use lieu time from her primary supervisor with as much notice as possible but not less than one hour verbal notice. Such time will not be unreasonably denied.
- 18.5 Lieu time is not transferable.
- 18.6 No payment will be provided for unused lieu time. Lieu time may be carried over from one year to the next.

## ARTICLE 19

### CALL-IN

- 19.1 Call in to fill an open shift will be conducted in the following manner:
- Step 1 Part time employees in the block, by order of seniority to a maximum of **64** hours per pay period,
  - Step 2 Full time employees in the block, by order of seniority to a maximum of **88** hours per pay period,
  - Step 3 Casual employees in the block, by order of seniority to a maximum of **64** hours per pay period,
  - Step 4 Regular part time employees in the block, by order of seniority to a maximum of seventy-two (72) hours per pay period,
  - Step 5 Employees on the contingency list in order of seniority on a rotating basis.
- 19.2 Employees who volunteer for the contingency list are required to be available to work within any block, all shifts.
- 19.3 Employees on the contingency list will be paid according to the letter of understanding attached to this agreement.
- 19.4 Employees who refuse three shifts in a 4 week period will no longer be considered eligible for participation on the contingency list, unless on an authorized leave of absence or prior arrangements have been made to temporarily suspend participation.
- 19.5 Employees on the Contingency list must possess and maintain valid certification in CPR/First Aid and CPI. Employees whose certification lapses are not eligible to remain on the contingency list.

## ARTICLE 20

### MEDICAL EXAMINATIONS

- 20.1 As a condition of continuing employment all applicable employees, at the request of the employer, will obtain an annual medical examination.
- 20.2 An employee returning to work after sick leave may be required to provide upon request, a certificate from her attending physician or recognized health care provider verifying the dates of absence and fitness to return to work.
- 20.3 The cost of any post-hiring medical examination requested by the employer, or any medical certificate required for continuation of employment will be covered **by** the employer.

## ARTICLE 21

### HEALTH AND SAFETY

- 21.1 The parties agree that health and safety matters will be handled under the provisions of the Occupational Health and Safety Act, the EACL Health and Safety policy and in accordance with the Structure Agreement negotiated by the parties May 5, 1992 and any subsequent amendments.
- 21.2 The employer agrees to pay **\$45.00** reimbursement toward the purchase of safety footwear, where required, once in an eighteen (18) month period. Reimbursement will be made upon submission of proof of purchase provided it is submitted within forty-five **(45)** days of purchase.

## ARTICLE 22

### WAGES AND COMPENSATION

- 22.1 The rates of pay and classification schedules are set out in schedule "A" to this Agreement.
- 22.2 An employee using a personal vehicle on approved Association business will be compensated at a rate of thirty (30) cents per kilometre.
- 22.3 An employee will be compensated for out of pocket expenses in accordance with the EACL policy.
- 22.4 With prior written approval from the primary supervisor, employees who transport clients in personal vehicles as part of their job responsibilities will be compensated for additional insurance premiums they incur as a result. Compensation will be up to a maximum of twenty dollars (\$20.00) in any six (6) month period or forty dollars (\$40.00) if any one (1) fiscal year provided a copy of the insurance contract is provided.
- 22.5 All additional funding for wages provided by the Ministry of Community and Social Services will be allocated to the salary schedule in accordance with the guidelines under which they are received by the Association.
- a) Any dispute between the parties regarding the above allocation is subject to the grievance, mediation/arbitration procedure of this collective agreement.
- 22.6 Employees offered sleep or awake shifts from the contingency list will be paid at the rate of pay agreed to in the letter of understanding.
- 22.7 Contract and casual employees are paid at the base rate for the classification for which they are hired.
- 22.8 Where an employee moves into a higher paying classification she will be placed on the new salary grid at a point that results in a pay increase of at least the difference between the increment levels in her former position.
- 22.9 Where an employee moves into a lower paying classification she will be placed on the new salary grid at a point that results in no loss of pay or at the maximum rate of pay whichever is less.
- 22.10 Remuneration for sleep shifts recognizes some hours are spent sleeping and some hours may be awake.

## ARTICLE 23

### BENEFIT PLAN

- 23.1 The Association will pay the premium cost for all post-probationary actively employed full time **employees**, as follows:
- |                                    |      |
|------------------------------------|------|
| Extended Health                    | 100% |
| Short Term Disability              | 50%  |
| Long Term Disability               | 50%  |
| Dental                             | 50%  |
| Accidental Death and Dismemberment | 50%  |
| Dependant Life Insurance           | 100% |
| Life Insurance                     | 50%  |
- a) The Association will **pay 50%** of the premium cost for Regular Full Time employees' life insurance policy of \$10,000.00.
- 23.2 No payment in lieu of benefits **is** paid if an employee elects not to **participate** in all or any part of the **benefit** plan.
- 23.3 The carrier is solely responsible for determining benefit entitlement. The employer's sole obligation is to pay premiums.
- 23.4 The employer will not be held liable in the event of a dispute arising out of the insurance carrier's decision to pay or not pay benefits. Employees are required to advise the employer of changes in marital status to ensure accurate benefit administration.
- 23.5 The Association will make matching 3% contributions to the group retirement savings plan in accordance with the provisions of the group retirement savings plan agreement and EACL policy.
- 23.6 Employees will be placed on the grid according to their years of **service**. If such placement does not result in a wage increase, the employee will be given a lump sum payment equal to .05/hour times hours worked in fiscal year 1998-1999 and a second **payment** in fiscal year 1999-2000. Employees whose rate of pay, as of August 29, 1998, is greater than the rate of pay on the pay grid is red circled. For the life of the contract employees are entitled to either the lump sum payment or the wage grid adjustment, but not both.
- 23.7 The lump sum payment will be paid to eligible employees within thirty (30) days following the end of the fiscal year, **March 31**.

## ARTICLE 24

### PERSONNEL FILES

- 24.1 A post-probationary employee who is actively employed by the Association has the right to review her personnel file twice in any twelve (12) month period on reasonable notice in writing to the Executive Director or her designate and such review shall be in presence of the Executive Director or her designate. An employee has the right to respond in writing within ten (10) calendar days of the review to any documents contained therein. Such response will become part of the personnel file.
- 24.2 At the employee's request, letters of counseling or disciplinary records will be removed from the employee's personnel record after eighteen (18) months at-work service, providing no further counseling or disciplinary action has occurred during that period.



## ARTICLE 25

### MISCELLANEOUS

25.1 Where the feminine pronoun is used in this agreement, it means and includes the masculine pronoun **wherever** the context applies.

#### **Contracting Out**

25.2 There will be no contracting out of bargaining unit work that results in the reduction of hours or lay off of any bargaining unit employee.



## ARTICLE 26

### DURATION OF AGREEMENT

- 26.1 The terms of this Agreement shall be binding upon the parties hereto from April 1<sup>st</sup>, 1998 to March 31<sup>st</sup>, 2000 and thereafter from year to year unless either party gives to the other party written notice for renewal, cancellation or modification. Such notice must be given not earlier than ninety (90) days and not later than thirty (30) days prior to the expiration of this Agreement.