

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BELLWOODS CENTRES FOR COMMUNITY LIVING INC.**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 Canada**

**EFFECTIVE: APRIL 1, 2009**

**EXPIRY: MARCH 31, 2012**

**12602 (06)**

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# COLLECTIVE AGREEMENT

## BETWEEN

**BELLWOODS CENTRES FOR COMMUNITY LIVING INC.  
(The "Employer")**

**-and-**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 Canada  
(The "Union")**

WHEREAS the purpose of the agreement is to establish an orderly collective bargaining relationship between the Employer and all employees represented by the Union.

NOW THEREFORE the parties hereto agree as follows:

### **ARTICLE 1- RECOGNITION AND SCOPE**

1.01 The Union is hereby established as the sole collective bargaining agent for all employees of Bellwoods Centres for Community Living Inc. in the Municipality of Metropolitan Toronto, save and except Program Support Workers, Co-ordinator Program Development, Program Facilitator, Independent Living Educator, Community Service Workers, Supervisor Support Services, persons above the rank of Supervisor Support Services, Building Superintendent, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period. For purposes of clarity the following positions are included in the bargaining unit, Support Service Worker, Cook, Housekeeper, and Senior Support Service Worker.

### **ARTICLE 2 - RELATIONSHIP**

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

2.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

#### **2.03 Union Orientation**

It is mutually agreed that the Union Steward or designee will be given 15 minutes at the time of orientation to meet with the new employee for the purpose of informing such employee of the existence of the Union. The Employer shall advise the Union in advance as to the names of the persons listed for orientation and the time of and place of the orientation. The Employer may, if so desires, have a representative present at any such meeting.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure. The parties agree that probationary employees do not have recourse to the grievance procedure;
- (c) establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) determine in the interest of efficient operation and highest standard of service, classifications, hours of work, assignments, methods of doing the work and the working establishment for any service;
- (e) generally to manage and operate Bellwoods Centres in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.

### **ARTICLE 4 - CHECK-OFF OF UNION DUES, ETC.**

4.01 All employees covered by the certification shall pay union dues, including a one-time initiation fee for all newly hired employees, as determined from time to time as a condition of employment commencing in the month following the month in which they were hired.

4.02 The Employer shall deduct union dues from each pay cheque and remit the sum deducted to the Secretary-Treasurer of the Local Union before the fifteenth (15th) day of the month following the month in which the dues were deducted, along with the names for whom the dues were deducted and location of their employment.

In the event the Employer's systems are capable of providing the Union with information in an electronic format, the parties shall meet to discuss the format in which the information is remitted. The parties shall meet to discuss the issue in an expeditious manner to ensure that the implementation is not impeded.

4.03 The Union will indemnify and save the Employer harmless from any and all claims,

demands, suits or other forms of liability, which may arise from any action taken by the employee for the purpose of complying with this Article.

- 4.04 No person shall lose his/her job as a result of denial of Union membership or expulsion from the union except by reason of his/her failure to pay monthly union dues uniformly levied on the membership.

This is not applicable if the employee is exempted from dues under the Labour Relations Act of Ontario.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 The Union agrees that it will not cause, direct or consent to any strike, slow-down, sit-down or other collective action on the part of any of the employees for the duration of this Agreement. The Employer agrees that there will be no lock-out of the employees or other similar action for the duration of this Agreement. The word "strike" and the word "lock-out" shall have the meaning as set forth in the Labour Relations Act, as amended.

## **ARTICLE 6 - NEGOTIATING COMMITTEE**

- 6.01 The Union has the right to elect or otherwise select a Negotiating Committee consisting of two (2) full-time representatives, one (1) of which shall be the Chief Steward. Members of the Committee shall be regular employees of the Employer who have completed their probationary period.

## **ARTICLE 7 - UNION ADMINISTRATIVE COMMITTEE AND STEWARDS**

### **7.01 Union Administrative Committee**

The Employer will recognize a Union Administrative Committee which will consist of four (4) union stewards, one (1) of whom will be the Chief Steward, and all of whom will be selected by the Union, not more than one (1) of the committee members shall meet with management at any one (1) time. The representation by stewards, excluding Chief Steward, shall be structured as follows:

- 1 - 300 Shaw Street
- 1 - 1082 Dundas Street West
- 1 - Mimico

The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the committee will be carried on outside of the regular working hours of the members thereof, unless otherwise mutually arranged.

Stewards will only be allowed to represent those Projects to which they have been elected unless otherwise mutually agreed.

## **7.02 Labour Management Committee**

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee, a meeting may be requested by either party. An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment of this agreement. The Committee shall have the authority to bring forward recommendations to the Union and/or the Employer.

## **7.03 Reimbursement for Union Leave**

Where employees are on Union Leave, approved by the Employer, the Employer agrees to pay the employee for their regularly scheduled hours. Where employees are on approved Union Business for which the Employer has been provided notification prior to schedule posting deadlines, the Employer agrees to pay the employee for the approved hours, subject to the legislated and hours of work limitations and without creating or causing any premium payments. The Union agrees to reimburse the Employer fully for these costs upon receipt of invoice from the Employer.

## **ARTICLE 8 -JOINT HEALTH AND SAFETY COMMITTEE**

- 8.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- 8.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee representatives selected or appointed by the Union from amongst bargaining unit employees, consistent with the Parties' obligations under the Occupational Health & Safety Act.
- 8.03 The Committee shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to safety and health.
- 8.04 The Committee shall meet once every three (3) months at the workplace and shall maintain minutes of all meetings.
- 8.05 Any representative appointed or selected in accordance with Article 8.02 hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Any representative attending meetings of the Committee during his/her scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 8.06 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

8.07 The current composition of the Occupational Health and Safety Committee will be posted at each project location and will remain in compliance with current legislative requirements. Site specific Committee Members will meet jointly for an all site/organization wide meeting quarterly.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 It is the mutual desire of the parties to this Agreement that a grievance of an employee shall be resolved as promptly as possible. No grievance shall be considered which usurps the function of management. For the purposes of this Article, the "working days" shall not include Saturdays, Sundays or Paid Holidays. Any grievance not processed within the said time limits will be deemed to have been abandoned. The time limits contained herein are deemed to be mandatory. Time limits may only be extended by mutual agreement and such extension must be in writing.

The grievance form must specify the nature of the grievance, the remedy sought and the specific provisions of the Collective Agreement alleged to have been violated.

### **Step 1**

It is understood that an employee has no grievance until he/she has first discussed the issue with he/she immediate Supervisor and given the Supervisor an opportunity to resolve the issue. If no settlement can be reached, then a grievance arising under the Agreement relating to the interpretation, application or alleged violation of the Agreement must then be submitted in writing within five (5) working days after the circumstances, giving rise to the grievance occurred or originated. The grievance must be processed and dealt with in accordance with the terms and provisions set forth in this Article. The employee may, if he/she wishes, be accompanied by he/she Steward at any stage of this grievance procedure. It is understood that it is the employee's responsibility to arrange for the Steward to be present.

### **Step 2**

Within five (5) working days following the decision under Step 1, the employee must submit the written grievance to the Program/Project Director. The Program/Project Director will meet with the grievor and review the grievance. A decision in writing will be rendered within five (5) working days from the date on which the grievance meeting was convened. Failing settlement, then;

### **Step 3**

Within five (5) working days following the decision under Step 2, the employee must submit the written grievance to the Executive Director or his/her designate. The Executive Director or his/her designate will meet with the grievor and review the grievance. A representative of the Union may attend this meeting if requested to do so by either party. A decision in writing will be rendered within five (5) working days



from the date on which the grievance meeting was convened. In the event the decision of the Executive Director is not satisfactory to the Union, the Union may refer the matter to Arbitration in accordance with the provision of this Agreement. If no written request for Arbitration is received within ten (10) working days from the date of the decision under this Step, the grievance shall be deemed to be settled.

- 9.02 If it is necessary for a Union Steward to assist an employee with the presentation of a grievance, he/she shall not leave his/her work without first obtaining the permission of his/her Supervisor.
- 9.03 It is agreed that a grievance arising directly between the Employer and the Union (a policy grievance) or a grievance claiming the unjust discharge of an employee who has completed his/her probationary period, must be originated under Step 2 above, within five (5) working days after the circumstances giving rise to the grievance occurred or originated and the time limit set out with respect to Step 2 shall apply. However, it is understood that a policy grievance may not be used with respect to a complaint or a grievance directly affecting an employee and that the regular grievance procedure shall not be by-passed. Probationary employees may not access the grievance procedure if discharged during the probation period.
- 9.04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union, shall be final and binding upon the Employer, the Union, and the Employees. Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.
- 9.05 An employee subject to suspension or discharge shall have the right, if he/she so requests to the presence of the Union Steward when such discipline is assessed. It is the responsibility of the employee to arrange for the Steward to be present if he/she so desires.
- 9.06 Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

## **ARTICLE 10 - ARBITRATION**

- 10.01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to Arbitration as set forth below. If no written request for Arbitration is received within ten (10) working days from the date of the decision under Step 3 above, the grievance shall be deemed to have been settled.
- 10.02 When either party requests that a grievance be submitted to Arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time nominate a member to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall nominate a member to the

Board of Arbitration and notify the other party. The two (2) nominees so appointed shall confer immediately and shall attempt to select by agreement a Chairman for the Board of Arbitration within ten (10) working days from the date such other party has nominated its nominee. If they are unable to agree upon a Chairman, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- 10.03 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.
- 10.04 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter shall be dealt with at Arbitration that has not been properly carried through all the previous steps of the grievance procedure.
- 10.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the Employees.
- 10.06 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 10.07 The parties may agree to extend or waive any of the time limits prescribed in this Article. However, any such Agreement shall be expressed in writing and acknowledged by the parties.
- 10.08 The Employer and the Union may by written agreement in respect to any specific grievance substitute a named arbitrator for the Board of Arbitration provided for herein and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

## **ARTICLE 11 - EMPLOYERS GRIEVANCE**

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

## **ARTICLE 12 - SENIORITY**

- 12.01 A new employee will be considered on probation until he/she has completed sixty (60) days of continuous work. Upon completion of the probationary period the employee will be credited with seniority equal to his/her last date of hire. The parties agree that probationary employees do not have recourse to the grievance procedure for discharge, provided that the discharge is not discriminatory nor in bad faith.

## 12.02 Seniority List

The Employer agrees to provide the Union with a copy of an up-to-date seniority list twice annually as of the 1<sup>st</sup> day of January and July, with a list showing the seniority date of each employee. This list will provide the name, date of hire, job classification of each employee in order of seniority. A copy of the previous list identifying the names of those who ceased to be employees during the period, will accompany the new list for administrative records update purposes.

12.03 An employee shall lose all seniority and be deemed to be terminated if he/she:

- (a) quits;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) is absent from scheduled work for a period of two (2) working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (d) fails to return to work upon the expiration of his/her leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) has been laid off for eighteen (18) months;
- (f) fails upon being notified of a recall to signify his/her intention to return within five (5) working days after he/she has received the notice of recall, and fails to report to work within ten (10) working days after he/she has received the notice of recall;
- (g) is absent due to work related disability which continues for more than twenty-four (24) months;
- (h) is absent due to illness which continues for twelve (12) months.

Sub-sections (g) and (h) will be interpreted in a manner consistent with the provision of the Ontario Human Rights Code.

## 12.04 Lay-off

- (a) In the event that a reduction of the work force is required, the Employer agrees to lay-off employees in reverse order of seniority provided that employees who remain are willing, capable and qualified to do the work available. When recalling employees after lay-off, those last to be laid off will be first to be recalled provided that the employee to be recalled is willing, capable and qualified to do the work to which he/she is assigned.
- (b) In the event of a layoff of a permanent or long term nature, the Employer will notify the Union at least thirty (30) calendar days prior to providing each

affected employee and the Union with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:

- If his/her service is greater than nine years – 9 weeks notice
  - If his/her service is greater than ten years – 10 weeks notice
- (c) A laid off employee shall retain the right of recall for a period of eighteen (18) months.

#### **12.05 Transfer Outside the Bargaining Unit**

An employee may be transferred to a position outside the bargaining unit for a period not to exceed six months and will not accumulate seniority during this period. This period may be extended by mutual agreement by all parties.

### **ARTICLE 13 -JOB POSTING**

- 13.01 Employees may bid for promotion vacancies to higher paying classifications in the bargaining unit. The posting shall be limited to the first vacancy only each time. Such vacancies shall be posted for a period of ten (10) days. The Employer agrees to provide the steward in each project with a copy of each job posting. The parties agree that an Administrative oversight in this regard does not void the job posting.
- 13.02 In selecting an applicant to fill the vacancy, the Employer shall consider the applicants, overall qualifications, training, experience and ability and where these factors are relatively equal, in the opinion of the Employer, then seniority shall govern. A vacancy may be filled at the discretion of the Employer on a temporary basis not to exceed six (6) months.
- 13.03 If the employee is maintained in the new job he/she shall carry with him/her to the new job all rights and privileges including seniority.
- 13.04 The successful internal applicant into a permanent position shall be placed on a trial period for a period of thirty (30) days worked. Conditional on satisfactory performance, such trial promotion or transfer, shall become permanent after the thirty (30) days worked. In the event the employer determines the successful applicant to be unsatisfactory in the position during the aforementioned trial period, or if the employee finds they are unable to perform the duties of the new job classification, he/she shall be returned to their former classification and salary without loss of seniority. Any employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.

### 13.05 Temporary Vacancies

A temporary full-time vacancy that is expected to extend beyond three (3) months will be posted within the part-time bargaining unit. Upon the return of the full time employee from his/her absence, he/she will have the right to return to his/her position in accordance with the applicable leave provisions. In instances where an employee returns to work prior to the estimated date of return, the employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary filling any full-time position or full-time vacancy for a period less than 3 months as the employer may deem appropriate.

## ARTICLE 14 - WAGES

- 14.01 The Employer agrees to pay and the Union agrees to accept for the terms of this Agreement the rates of wages as outlined in Schedule " A attached hereto. The start rates outlined in Schedule " A are acknowledged by the Union as minimum. Nothing in this Agreement shall prevent the Employer from appointing employees at a rate higher than its minimum within the salary range. (Higher appointment salaries may be based on previous experience or competitive factors). The Employer will notify the Union of such hires.
- 14.02 For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in wage Schedule " A of this Agreement.
- 14.03 The Employer agrees that wages shall be paid on or before Thursday of every (2nd) week except when interfered with by occurrence of a Paid Holiday. In this case, the regular pay day may be delayed one (1) day.
- 14.04 Pay shortages will be corrected as soon as practicable, however by the next pay day.

## ARTICLE 15 - RELIEF AND BREAK PERIODS

- 15.01 Employees will be entitled to two (2) rest periods of fifteen (15) minutes duration per eight (8) hour shift. The Employer will decide when the break periods are to be taken by the employees.

## ARTICLE 16 - HOURS OF WORK

- 16.01 The regular work week shall average forty (40) hours per week, eight (8) hours per day (including mealtime) during each bi-weekly pay period. The Employer reserves the right to require employees to work reasonable authorized overtime.
- 16.02 **Overtime**

Authorized work performed in excess of eighty (80) hours in a bi-weekly pay period shall be counted as overtime and shall be paid at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.

**16.03** Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to Paid Holidays) such employee shall have the option of either electing payment at the applicable overtime rate or straight time off plus one half (1/2) time pay at the employees regular rate for the overtime hours worked. Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Employer and the employee.

**16.04 Exchange of Shifts**

The Employer may allow exchange of shifts at the request of two (2) employees provided such change in posted time schedules be submitted in writing by both employees and that the Employer's approval is obtained in advance and that no overtime premium is paid as a result of such exchange and no additional costs to the Employer result from such exchange of shifts.

**16.05** It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions to the Article dealing with hours of work and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

**16.06** The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

**16.07** An employee shall not be required to work more than seven and one-half (7 1/2) hours within an eight (8) hour period after commencing work.

**16.08 Standby**

Employees may register their preferences with the employer and the employer will consider employee preferences in assigning standby schedules.

An employee assigned to standby or required to remain available for call in duty shall be paid one dollar and fifty cents (\$1.50) for each hour that he/she is so required to remain on standby.

**16.09 Meal Allowance**

Employees required by the Employer to work a double (2<sup>nd</sup> consecutive) eight (8) hour shift due to emergency circumstances or to meet operational service coverage requirements will be entitled to receive a \$10.00 meal allowance as reimbursement towards the cost of a meal during that second shift.

**16.10 Work Schedules**

Employees work schedules shall be posted two (2) weeks in advance of the schedules becoming effective where practicable.

## ARTICLE 17 - STATUTORY AND PAID HOLIDAYS

17.01 The following Statutory and Paid Holidays will be recognized as holidays on the days they are officially observed:

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

In addition, an employee will be granted one (1) additional "float" day annually in conjunction with his/her anniversary date of employment. This is a day to be provided is to be arranged between the Employer and the employee to be taken on a mutually agreeable date during the fiscal year in which it is granted. In the event that some other day is proclaimed as a Statutory Holiday, such day shall be substituted for this "float" day. Those employees who have taken said "float" day prior to the proclamation shall be deemed to have taken the newly proclaimed day.

17.02 Subject to Article 17.03, where a Public Holiday falls on a non-working day, the employee shall be given another working day off (lieu day) with pay, or, if the employee agrees, the Employer will pay the employee the regular wage for the Public Holiday. If an employee does not have a lieu day and works on a Public Holiday, the employee must be paid at least time and one-half (1 1/2) the regular rate for those hours worked, in addition to the employee's regular day's pay for that Public Holiday. An employee who does not qualify for a Paid Holiday must be paid at least time and one-half (1 1/2) the employee's regular rate for each hour worked on a Public Holiday.

17.03 In order to qualify for payment of holiday pay as described in 17.02, an employee must have completed the probationary period, have earned wages on at least ten (10) days during the four (4) weeks immediately preceding the Paid Holiday, and have worked his/her regular scheduled working shift immediately prior to and following the holiday unless he/she is absent due to vacation.

17.04 Provided the Employer's agreement is obtained, an employee who is required to work on any of the above-named holidays may elect to take a lieu day with pay in substitution for the holiday pay provided in Article 17.02. Lieu days must be taken by mutual agreement between the Employer and the employee within two (2) pay periods following the occurrence of the holiday.

17.05 An employee who is absent on any of the above-named holidays after being required to work forfeits all pay for that day.

17.06 Where the majority of the hours scheduled on a shift occur on a designated holiday, the entire shift shall be considered to have occurred on the holiday. No other shifts shall be considered to have occurred on a holiday.

17.07 Qualification for and calculation of Public Holiday Pay will be accordance with the provisions of Public Holidays section of the Employment Standards Act.

## **ARTICLE 18 - SICK LEAVE**

18.01 Upon completion of the probationary period an employee is entitled to twelve (12) sick days per calendar year. Six (6) of these days will be credited to the employee on January first (1st) and the remaining six (6) days will be credited on the basis of one (1) day per month from July to December. Any unused sick leave will accumulate to a maximum of eighteen (18) days. It is expressly understood that such sick leave credits are not paid out under any circumstances including termination or retirement and are to be used for legitimate illness or accident only. Improper use of sick leave will subject the employee to disciplinary action.

When requested, the employee must provide the Employer with medical documentation as required to support their continued approved leave or return to work. The employer will reimburse the employee up to \$20 per absence incident, towards the cost of such medical documentation, upon submission of supporting receipt of payment. All employees are to provide the Employer with the required medical documentation as described above following three (3) days of sick leave and documentation may be required for any absence at the Employer's request.

Any employee must notify the Employer in keeping with the current policy and practice as to their illness. Failure to do so may result in such benefits not being allowed.

## **ARTICLE 19 - VACATIONS**

19.01 For the purpose of calculating eligibility for vacations, the vacation year shall be from April 1st of any year to March 31st of the following year. All employees shall be entitled to vacation with pay based on the length of their continuous service as of March 31st of the vacation year in question as follows:

- (a) employees who have less than one (1) year of continuous service as of March 31st shall be entitled to a vacation with pay of one (1) day per full month of employment to a maximum annual vacation of ten (10) working days based upon the employees normal hours of work;
- (b) employees who have completed one (1) full year of continuous service as of March 31st, but less than two (2) full years continuous service shall receive an annual vacation pay of ten (10) working days with pay based upon the employees normal hours of work;
- (c) employees who have completed two (2) full years of continuous service as of March 31st, but less than five (5) years of continuous service shall receive an annual vacation of fifteen (15) working days with pay based upon the employees normal hours of work;
- (d) employees who have completed five (5) full years of continuous service as of March 31st, but less than fifteen (15) full years of continuous service shall receive an annual vacation of twenty (20) working days with pay based upon the employees normal hours of work;



- (e) employees who have completed fifteen (15) full years of continuous service as of March 31st shall receive an annual vacation of twenty-five (25) working days with pay at the regular rate based upon the employee's normal hours of work.

19.02 Vacation time must be taken off during the current vacation year and cannot be accumulated and taken any subsequent vacation year. During the first year of service, no vacation may be taken prior to the first six (6) months of service. Vacations may be taken at any time of the year, subject to the approval of the immediate Supervisor or Executive Director. Periods of absence from active service greater than one (1) month in duration shall not be included in continuous service for the purpose of calculating vacation entitlement. Vacation pay shall be based upon the employee's regular hourly rate and the number of hours normally worked by the employee in the working day.

## **ARTICLE 20 - MINIMUM ALLOWANCE**

20.01 Full time employees who report for any scheduled eight (8) hour shift will be guaranteed at least three (3) hours of work or if no work is available, will be paid at least three (3) hours, except when work is not available due to a condition beyond the control of the Employer. The reporting allowance as outlined herein shall not apply whenever the employee has received not less than one (1) hour's notice not to report for work. In order to qualify for the aforementioned allowance, the employee must have provided the Employer with a telephone number for contact purposes.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

21.01 Employees shall not be entitled to the employee benefits provided in this Article and may not receive any benefit from any such plan until completion of the employee's probationary period. All benefits shall be subject to the provisions of the plans. The Employer reserves the right to substitute carriers for any of the said benefits.

### **21.02 Life Insurance**

The Employer agrees to contribute 100% of the billed premiums towards a group life insurance plan which will pay the stated beneficiary, insurance proceeds equivalent to twice the annual salary of the deceased employee registered under the plan up to \$0.31 per month per \$1000 of benefit. The Employer agrees to contribute 100% of premium for dependent life insurance payable upon the death of the employee's spouse and/or dependent children up to \$2.08 per month.

### **21.03 Accidental Death and Dismemberment**

The Employer agrees to contribute 100% of the billed premium towards an Accidental Death and Dismemberment Plan to provide for insurance proceeds upon accidental death and dismemberment up to \$0.04 per \$1000 per month for accidental death and dismemberment.

#### **21.04 Extended Health Care**

The Employer agrees to contribute 100% of the billed premiums towards an Extended Health and Vision Care Plan which will provide for the reimbursement of the costs less appropriate deductible for prescription drugs, semi-private hospital coverage, medical services outside of the Province, physiotherapist services, oxygen and blood transfusions, x-rays and lab tests, ambulance expenses, and vision care benefits to a maximum of \$150.00 every two (2) year for the employee and eligible dependants up to \$83.48 per month for single coverage and \$198.26 per month for family coverage, subject to \$25.00 deductible on prescription drugs per family or per person in the calendar year.

#### **21.05 Dental**

The Employer agrees to contribute 100% of the billed premiums towards a dental plan which will provide all employees with reimbursement for the cost of regular preventative maintenance and routine treatment of natural teeth for the employee and eligible family members up to 80% of the Ontario Dental Association Fee Guide, subject to no deductible, for a premium cost of up to \$27.95 for single coverage of up to \$70.05 for family coverage.

#### **21.06 Pension**

Eligible employees will participate in the Multi-Sector Pension Plan. All eligible employees shall participate in the plan and employees are eligible upon completion of 500 worked hours and successful completion of their probationary period. The employee contribution shall be 4% of applicable wages as per the agreed definition. The employer contribution shall be fixed at 4% of applicable wages as per the agreed definition until after December 31, 2010, a minimum period of five years after participation start-up January 1, 2005. Thereafter, any change in the employer contribution rate shall be subject to mutual agreement.

#### **21.07 Long Term Disability**

The Employer will continue to make available a Long Term Disability plan, which will provide the employee with income replacement in the case of sickness or disability pursuant to the terms of the applicable plan. The premiums required to fund said plan will be paid 100% by the employee through payroll deduction or such other method satisfactory to the employer. The employee becomes responsible for this premium payment effective October 1, 1998.

#### **21.08 Grandfathered Group Only – Part Time Benefits**

Employees who regularly work more than twenty-four (24) hours per week but less than thirty (30) will receive benefits subsidization at 50% of the full time rate. This applies to the Dental Plan and Extended Health Plan. It is understood that for Life Insurance, LTD and Pension the employer will contribute at the same dollar value as the full time based on actual earnings.

The above employees will accumulate sick leave as per Article 18.01 based on one-half (1/2) day per month to a maximum of seven (7).

## 21.09 **Benefits on Layoff**

In the event of a lay off, provided the employee deposits with the employer her share of insured benefits, for the succeeding month, i.e., Dental, Extended Health Care, Life Insurance, and Accidental Death and Dismemberment, the Employer will pay its share of the insured benefits for a period of up to three (3) months from the end of the month in which the lay off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

## 21.10 **Benefit Conversion Upon Retirement**

The Employer will advise employees, upon retirement, of the available benefit conversion options and/or their entitlements as provided under the existing Group Benefit Plans.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.01 The Employer may grant leave of absence without pay to an employee for legitimate personal reasons. Requests for leaves of absence shall be in writing and shall state the reason for requesting the leave. Seniority and service shall be suspended while the employee is on leave in excess of thirty (30) days unless specified otherwise. Granting of such leave not to be unreasonably withheld.

## 22.02 **Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) In order to qualify for Pregnancy Leave an employee must have completed thirteen (13) weeks of employment prior to the expected date of delivery.
- (c) An employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected date of birth.
- (d) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave. Included in such notice will also be the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (e) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (d) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (f) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on Pregnancy Leave on the basis of what the employee's normal regular hours of work would have been.
- (g) In accordance with the Employment Standards Act, the Employer will continue to pay its share of the contributions towards employee benefits in

which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on Pregnancy Leave, provided the employee continues her share of contribution.

- (h) Subject to any change to the employee's status which would have occurred, in keeping with the terms of the Collective Agreement, had she not been on Pregnancy Leave the employee shall be reinstated to her former duties on the same shift in the same Project and at the same rate of pay.
- (i) The Pregnancy Leave of an employee who is entitled to Parental Leave ends seventeen (17) weeks after the Pregnancy Leave began.
- (j) In all other cases Pregnancy Leave will not exceed seventeen (17) weeks.

### 22.03 **Parental Leave**

- (a) Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee who qualifies for Parental Leave shall give written notice of at least two (2) weeks in advance of the date of the commencement of such leave including the expected date of return.
- (c) An employee shall reconfirm his/her intention to return to work on the date originally approved in subsection (b) above by written confirmation received by the Employer at least two (2) weeks in advance thereof.
- (d) Credit for service and seniority shall accumulate for a period of up to thirty-five (35) or thirty-seven (37) weeks if no pregnancy leave was taken while an employee is on Parental Leave.
- (e) In accordance with the Employment Standards Act, the Employer will continue to pay its share of the premiums of the subsidized employee benefits, in which the employee is participating, for a period of up to thirty-five (35) or thirty-seven (37) weeks if no pregnancy leave was taken while the employee is on parental leave, provided the employee continues his/her share of contributions.
- (f) Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (g) The Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the care, custody and control of a parent for the first time.
- (h) Subject to any change to the employee's status which would have occurred, in keeping with the terms of the Collective Agreement, had he/she not been on Parental Leave the employee shall be reinstated to his/her former duties on the same shift in the same Project and at the same rate of pay.

## 22.04 Union Leave

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

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

22.06 If required by the Employer an employee shall be entitled to a leave of absence with pay and without **loss** of seniority and benefits to write examinations to upgrade his/her employment qualifications. Upon successful completion of any such course the Employer will reimburse the employee the cost of tuition fees.

## ARTICLE 23 - BEREAVEMENT

23.01 An employee who notifies the Employer as soon as possible following a bereavement will be granted up to three (3) consecutive days off with pay at his/her regular rate from the date of death up to and including the date of the funeral of an immediate family member and/or his/her step-parent, step-child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or grandparent of the employee's spouse. For the purpose of this clause, immediate family is defined as mother, father, sister, brother, spouse, (includes common law spouse), daughter, son, mother-in-law, father-in-law.

23.02 Where an employee is unable due to distance of travel to attend the funeral of a member of his/her immediate family as defined in the Collective Agreement, he/she shall be entitled to leave for mourning on the day of the funeral without **loss** of regular straight time earnings to which he/she would otherwise have been entitled on that day.

23.03 Internment

The option to defer one (1) of the above granted days for bereavement for the purposes of a later internment will be granted if requested with the initial leave submission.

## **ARTICLE 24 - JURY AND WITNESS DUTY**

24.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the workplace, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he/she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

## **ARTICLE 25 - WORK OF THE BARGAINING UNIT**

25.01 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off, or loss of seniority to employees in the bargaining unit.

## **ARTICLE 26 - BULLETIN BOARDS**

26.01 The Employer agrees to supply and make available a bulletin board to the Union for posting of seniority lists and notices pertaining to the Union and the Employer and its employees. It is agreed that no notice will be posted on the bulletin board without prior approval of the Executive Director.

## **Article 27 – PERFORMANCE APPRAISAL**

27.01 An employee shall be given a copy of he/she performance appraisal and the original will be placed in their Employee file.

**ARTICLE 28 - DURATION, RENEWAL, AND TERMINATION**

28.01 This Agreement shall continue in effect until March 31, 2012 and shall remain in effect from year to year thereafter unless either party gives the other party not more than ninety (90) days before the date of termination written notice of termination or desire to amend the agreement.

28.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed to following such notifications.

Dated at *TORONTO* this *29<sup>th</sup>* day of *JULY* 2010 in the Province of Ontario.

**FOR THE EMPLOYER**

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**FOR THE UNION**

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**SCHEDULE "A"**

**CLASSIFICATION & WAGE RATES FULL TIME**

**POSITIONS**

Effective	April 1, 2009	April 1, 2010	April 1, 2011
<b>Senior Support Service Worker -with PSW Certification</b>	<b>\$18.12</b>	<b>\$18.48</b>	<b>\$18.85</b>
<b>Support Worker - with PSW Certification</b>			
a) Start Rate	<b>\$15.57</b>	<b>\$15.88</b>	<b>\$16.20</b>
b) Past Probation	<b>\$16.29</b>	<b>\$16.62</b>	<b>\$16.95</b>
c) 18 Months Service	<b>\$17.27</b>	<b>\$17.62</b>	<b>\$17.97</b>
<b>Senior Support Service Worker - without PSW Certification</b>	<b>\$17.63</b>	<b>\$17.98</b>	<b>\$18.34</b>
<b>Support Worker -without PSW Certification</b>			
a) Start Rate	<b>\$15.09</b>	<b>\$15.39</b>	<b>\$15.70</b>
b) Past Probation	<b>\$15.81</b>	<b>\$16.13</b>	<b>\$16.45</b>
c) 18 Months Service	<b>\$16.78</b>	<b>\$17.12</b>	<b>\$17.46</b>
<b>Cook</b>	<b>\$15.15</b>	<b>\$15.45</b>	<b>\$15.76</b>
<b>Housekeeper</b>			
a) Start Rate	<b>\$15.09</b>	<b>\$15.39</b>	<b>\$15.70</b>
b) Past Probation	<b>\$15.75</b>	<b>\$16.07</b>	<b>\$16.39</b>



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**ADDENDUM TO THE FULL-TIME AGREEMENT COVERING THE PART-TIME BARGAINING UNIT:**

**BETWEEN**

**BELLWOODS CENTRES FOR COMMUNITY LIVING INC.  
(The Employer)**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 Canada  
(The Union)**

Preamble: Whereas the purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and all the employees represented by the Union:

NOW THEREFORE the parties hereto agree as follows:

**Article 1 - RECOGNITION AND SCOPE**

- 1.01 The Union is hereby established as the sole collective bargaining agent for all employees of the Employer in the Municipality of Metropolitan Toronto save and except Program Support Workers, Co-ordinator Program Development, Program Facilitator, Independent Living Educator, Community Service Workers, Supervisor Support Services, Persons above the rank of Supervisor Services, students who are doing student placements as part of their academic requirements or as part of a government grant e.g. SEED, and Clerical Staff.
- 1.02 For purposes of clarity the following position is in the bargaining unit: Housekeeper, Support Service Worker regularly employed for less than Full Time hours.

**Article 2 - DEFINITIONS**

- 2.01 A Regular Part Time Employee is defined as an employee who regularly works less than forty (40) hours per week and in respect of whom there is a predetermined schedule as required and determined by the Employer.

**Article 3 - RELATIONSHIP**

- 3.01 The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Employer based on a prohibited ground.
- 3.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

3.03 The parties recognize that the Employer is in the business of providing support care services to persons with disabilities and that the clients of the Employer must be treated with the utmost dignity and respect. The abuse of clients by staff whether such abuse is physical or psychological, will not be tolerated by the Employer.

#### **Article 4 - MANAGEMENT RIGHTS**

4.01 The Union recognizes that the management, supervision and direction of the workforce is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this Collective Agreement. 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, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure. The parties agree that probationary employees do not have recourse through the grievance procedures;
- (c) establish and enforce rules and regulations to be observed by employees provided that they are not inconsistent with the provisions of this Agreement;
- (d) determine in the interest of efficient operation and highest standards of service, classifications, hours of work, assignments, methods of doing work and the working establishment for any service;
- (e) generally to manage and operate the organization in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of all employees and all other matters concerning the Employer's operations.

#### **Article 5 - NO STRIKES OR LOCKOUTS**

5.01 The Union agrees that it will not cause, direct or consent to any strike, slow down, sit down or other collective action on the part of the employees for the duration of this Agreement. The Employer agrees that there will be no lock out for the duration of the Agreement. The word "Strike" and the word "Lockout" shall have the meaning as set forth in the Labour Relations Act of Ontario, as amended.

## **Article 6 - UNION DUES**

6.01 All employees covered by the certification shall pay union dues, including a one-time initiation fee for all newly hired employees, as determined from time to time as a condition of employment commencing in the month following the month in which they were hired.

6.02 The Employer shall deduct Union dues from each pay cheque and remit the sum deducted to the Secretary-Treasurer of the local Union before the fifteenth (15th) day of the month following the month in which the dues were deducted, along with the names for whom those dues were deducted and the location of their employment.

In the event the Employer's systems are capable of providing the Union with information in an electronic format, the parties shall meet to discuss the format in which the information is remitted. The parties shall meet to discuss the issue in an expeditious manner to ensure that the implementation is not impeded.

6.03 The Union will indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability, which may arise from any action taken by the employee for the purpose of complying with this Article.

6.04 No person shall lose his/her job as a result of denial of Union membership or expulsion from the Union except by reason of his/her failure to pay monthly Union dues uniformly levied on the membership.

This is not applicable if the employee is exempted from dues under the Labour Relations Act of Ontario.

## **Article 7 - GRIEVANCE PROCEDURE**

7.01 It is the mutual desire of the parties to this Agreement that a grievance of an employee be resolved as promptly as possible.

No grievance shall be considered which usurps the function of management. For the purpose of this Article, "working days" shall not include Saturdays, Sundays or Paid Holidays. Any grievance not processed within the said time limits will be deemed to have been abandoned. The time limits contained herein are deemed to be mandatory. Time limits may only be extended by mutual agreement and such extension must be in writing.

7.02 The grievance form must specify the nature of the grievance, the remedy sought and the specific provisions of the Collective Agreement alleged to have been violated.

### **Step 1**

It is understood that an employee has no grievance until he/she has first discussed the issue with his/her immediate Supervisor and given the Supervisor an opportunity to resolve the issue. If no settlement can be reached then a grievance arising under

the Agreement relating to the interpretation, application or alleged violation of the Agreement must then be submitted in writing within five (5) working days after the circumstances giving rise to the grievance occurred or originated. The grievance must be processed and dealt with in accordance with the terms and provisions set forth in this Article. The employee may, if he/she wishes, be accompanied by his/her Steward at any stage of this grievance procedure. It is understood that it is the employee's responsibility to arrange for the Steward to be present.

## **Step 2**

Failing settlement then within five (5) working days following the decision under Step 1, the employee must submit the written grievance to the Program/Project Director. The Program/Project Director will meet with the grievor and review the grievance. A decision in writing will be rendered within five (5) working days from the date on which the grievance meeting was convened. Failing settlement, then;

## **Step 3**

Within five (5) working days following the decision under Step 2, the employee must submit the written grievance to the Executive Director or his/her designate. The Executive Director or his/her designate will meet with the grievor and review the grievance. A representative of the Union may attend this meeting if requested to do so by either party. A decision in writing will be rendered within five (5) working days from the date on which the grievance meeting was convened. In the event the decision of the Executive Director is not satisfactory to the Union, the Union may refer the matter to Arbitration in accordance with the provisions of this Agreement. If no written request for Arbitration is received within ten (10) working days from the date of the decision under this Step, then the grievance shall be deemed to be settled.

- 7.03 If it is necessary for a Union Steward to assist an employee with the presentation of a grievance, he/she shall not leave his/her work without first obtaining the permission of his/her Supervisor.
- 7.04 It is agreed that a grievance arising directly between the Employer and the Union (a policy grievance) or a grievance claiming the unjust discharge of an employee who has completed his/her probationary period must be originated under Step 2 above within five (5) working days after the circumstances giving rise to the grievance occurred or originated and the time limit set out with respect to Step 2 shall apply. However, it is understood that a policy grievance may not be used with respect to a complaint or grievance directly affecting an employee and that the regular grievance procedure shall not be by-passed. Probationary employees may not access the grievance procedure if discharged during probationary period.
- 7.05 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union, shall be final and binding upon the Employer, the Union and the employees. Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.

- 7.06 An employee subject to suspension or discharge shall have the right, if he/she so requests to the presence of the Union Steward when such discipline is assessed. It is the responsibility of the employee to arrange for the Steward to be present if he/she so desires.
- 7.07 Either party with the agreement of the other party may submit a grievance to grievance Mediation at any time after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred the mediation process shall take place before the matter is referred to Arbitration.

## **Article 8 - ARBITRATION**

- 8.01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to Arbitration as set forth below. If no written request for Arbitration is received within ten (10) working days from the date of the decision under Step 3 above, the grievance shall be deemed to have been settled.
- 8.02 When either party requests that a grievance be submitted to Arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time nominate a member to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall nominate a member to the Board of Arbitration and notify the other party. The two (2) nominees so appointed shall confer immediately and shall attempt to select by agreement a Chairman for the Board of Arbitration within ten (10) working days from the date such other party has nominated its nominee. If they are unable to agree upon a Chairman, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 8.03 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.
- 8.04 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the provisions of this Agreement. No matter shall be dealt with at Arbitration that has not been properly carried through all the previous steps of the grievance procedure.
- 8.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employees.
- 8.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 8.07 The parties may agree to extend or waive any of the time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.

8.08 The Employer and the Union may by written agreement in respect to any specific grievance substitute a named umpire for the Board of Arbitration provided for herein and the Umpire shall possess the same powers and be subject to the same limits as the Board of Arbitration.

#### **Article 9 - EMPLOYER'S GRIEVANCE**

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

#### **Article 10 - SENIORITY**

10.01 An employee will be considered on probation until he/she has completed four hundred and eighty (480) hours of work. Upon completion of the probationary period the employee will be credited with seniority equal to his/her last date of hire. For purposes of implementation current employees will be credited with seniority only from the date of ratification of this Agreement. The parties agree that probationary employees do not have recourse to the grievance procedures for the discharge, provided that the discharge is not discriminatory nor in bad faith.

10.02 An employee shall lose all seniority and be deemed to be terminated if he/she:

- (a) quits;
- (b) is discharged and the discharge is not reversed through the grievance or Arbitration procedure;
- (c) is absent from scheduled work for a period of one (1) working day without notifying the Employer of such absence and providing a reason satisfactory to the Employer for such absence;
- (d) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than for which it was granted;
- (e) has been laid off for eighteen (18) months;
- (f) fails upon being notified of a recall to signify his/her intention to return to work within five (5) working days after he/she has received the notice of recall;
- (g) is absent due to work related disability, which continues for more than twenty-four (24) months;
- (h) is absent due to illness which continues for twelve (12) months;
- (i) in the case of a casual employee, fails to make him/herself available for work

for a period in excess of thirty (30) calendar days.

Sub-sections (g) and (h) shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

10.03 An employee whose status is changed from Part Time to Full Time will receive credit for his/her seniority on the basis of one (1) year equals one thousand nine hundred (1,900) hours worked. An employee whose status is changed from Full Time to Part Time will receive seniority on the basis of one (1) year equals one thousand nine hundred (1,900) hours seniority or portion thereof subject to Article 10.01 of this Agreement.

#### 10.04 Seniority Lists

The Employer agrees to provide the Union with a copy of an up-to-date seniority list twice annually as of the 1<sup>st</sup> day of January and July, with a list showing the seniority date of each employee. This list will provide the name, date of hire, job classification of each employee in order of seniority. A copy of the previous list identifying the names of those who ceased to be employees during the period, will accompany the new list for administrative records update purposes.

#### 10.05 Layoff

- (a) In the event that a reduction of the work force is required, the Employer agrees to layoff employees in reverse order of seniority provided that employees who remain are willing, capable and qualified to do the work available. When recalling employees after layoff, those last to be laid off will be first to be recalled provided that the employee to be recalled is willing, capable and qualified to do the work to which he/she is assigned.
- (b) In the event of a layoff of a permanent or long term nature, the Employer will notify the Union at least thirty (30) calendar days prior to providing each affected employee and the Union with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:
  - If his/her service is greater than nine years – 9 weeks notice
  - If his/her service is greater than ten years – 10 weeks notice
- (c) A laid off employee shall retain the right of recall for a period of eighteen (18) months.

#### 10.06 Transfer Outside the Bargaining Unit

An employee may be transferred to a position outside the bargaining unit for a period not to exceed six months and will not accumulate seniority during the period. This period may be extended by mutual agreement by all parties.



## **Article 11 -WAGES**

11.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the rates as outlined in Schedule "B" attached hereto. The rates outlined in Schedule "B" are acknowledged by the Union as minimum. Nothing in this Agreement shall prevent the Employer from appointing employees at a rate higher than its minimum.

## **Article 12 – PART-TIME LIEU OF BENEFITS**

12.01 Part Time employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, jury and witness duty and bereavement pay) an allowance of fifty cents (\$0.50) per hour for each straight time hour paid. Effective April 1, 2011, this allowance will be adjusted to sixty cents (\$0.60) per hour for each straight time hour paid.

### **12.02 Pension**

Applicable only up to and including December 31, 2004, regular part-time employees who meet the eligibility requirements for enrolment in the United Way Pension Plan will be provided the opportunity to enroll in the plan in accordance with plan membership guidelines at the annual enrolment date determined by the Employer.

Eligible employees will participate in the Multi-Sector Pension Plan. All eligible employees shall participate in the plan and employees are eligible upon completion of 500 worked hours and successful completion of their probationary period. The employee contribution shall be 4% of applicable wages as per the agreed definition.

The employer contribution shall be fixed at 4% of applicable wages as per the agreed definition until after December 31, 2010, a minimum period of five years after participation start-up. Thereafter, any change in the employer contribution rate shall be subject to mutual agreement.

## **Article 13 - HOURS OF WORK**

13.01 Regular Part Time Employees must be available to work any shift as required, be available to work three (3) weekends out of four (4), Christmas or New Year's Day, fifty-two (52) weeks of the year subject to the vacation provisions, all general holidays and be available for a minimum of three (3) shifts per week. This is not intended to constitute a guarantee of hours or shifts to be provided to Regular Part Time Employees but rather represents the commitment made by the employee to the Employer.

13.02 The regular work day shall consist of eight (8) hours per day exclusive of meal time. The Employer reserves the right to require employees to work reasonable authorized overtime. Recognizing this is a Part Time bargaining unit many shifts will be for a period of less than eight (8) hours. A Relief Period of fifteen (15) minutes will be allowed for a four (4) hour shift. A full eight (8) hour shift will be allowed two (2) fifteen (15) minute Relief Periods and a half (1/2) hour paid lunch.

- 13.03 Authorized overtime work in excess of eighty (80) hours in a bi-weekly period shall be counted as overtime and shall be paid at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.
- 13.04 Employees work schedules shall be posted two (2) weeks in advance of the schedules becoming effective where practicable.
- 13.05 It is understood that employees are required to report for and remain at work for the scheduled period unless excused by management from doing so.
- 13.06 The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours per day or per week or for any period whatsoever nor a guarantee of working schedules.
- 13.07 Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to Paid Holidays) such employee shall have the option of either electing payment at the applicable overtime rate or straight time off plus one-half (1/2) time pay at the employees regular rate for the overtime hours worked. Where an employee chooses the latter option, such time off must be taken within the two (2) succeeding pay periods of the occurrence of the overtime at a time mutually agreeable to the Employer and the employee.

13.08 **Standby**

Employees may register their preferences with the employer and the employer will consider employee preferences in assigning standby schedules.

An employee assigned to standby, or required to remain available for call in duty shall be paid one dollar and fifty cents (\$1.50) for each hour that he/she is so required to remain on standby.

- 13.09 Effective upon ratification, Part-time employees who report for any scheduled shift, or booking assignment, if no work is available will be paid at least 50% of the scheduled shift hours or specific booking assignment scheduled duration up to a maximum of three (3) hours but not less than one (1) hour, except when work is unavailable due to conditions beyond the control of the Employer.

The reporting allowance, as outlined herein, shall not apply whenever the employee has received not less than one (1) hour's notice not to report for work. In order to qualify for the aforementioned allowance, the employee must have provided the Employer with a telephone number for contact purposes.

**Article 14 - VACATIONS**

- 14.01 For the purpose of calculating eligibility for vacations, the vacation year shall be from April 1st of any year to March 31st of the following year. All employees shall be entitled to vacation with pay based on the length of their continuous service as of March 31st of the vacation year in question as follows:

- (a) employees who have less than one thousand nine hundred (1,900) hours of continuous service as of March 31st shall be entitled to vacation with pay based on four percent (4%) of previous year gross earnings with time off on a prorated basis not to exceed two (2) calendar weeks;
- (b) employees who have completed one thousand nine hundred (1,900) hours of continuous service as March 31st, but less than three thousand eight hundred (3,800) hours of continuous service shall receive an annual vacation with pay of two (2) calendar weeks based on four percent (4%) of previous year gross earnings;
- (c) employees who have completed three thousand eight hundred (3,800) hours of continuous service as of March 31st, but less than nine thousand, five hundred (9,500) hours of continuous service shall receive an annual vacation with pay of three (3) calendar weeks based on six percent (6%) of previous year gross earnings;
- (d) employees who have completed nine thousand five hundred (9,500) hours of continuous service as of March 31st, but less than twenty-eight thousand five hundred (28,500) hours of continuous service shall receive an annual vacation with pay of four (4) calendar weeks based on eight percent (8%) of previous year gross earnings;
- (e) employees who have completed twenty-eight thousand five hundred (28,500) hours of continuous service as of March 31<sup>st</sup> shall receive an annual vacation of five (5) calendar weeks based on ten percent (10%) of previous year gross earnings.

14.02 Vacation time must be taken off during the current vacation year and cannot be accumulated and taken any subsequent vacation year. During the first year of service no vacation may be taken prior to the first six (6) months of service. Vacations may be taken at any time of the year subject to the approval of the immediate Supervisor or Executive Director.

14.03 Effective April 1, 2001, an employee's vacation pay entitlement for the current fiscal year period, April 1<sup>st</sup> to March 31<sup>st</sup>, will cease to be paid annually to the employee on the 1<sup>st</sup> full pay period April following the end of the fiscal year as has been the practice since April 1, 2001. Effective April 1, 2006, earned vacation entitlements, as calculated as at March 31<sup>st</sup>, 2007 will be paid as vacation is taken over the period from April 1<sup>st</sup>, 2007 through the final pay period in March 2008 and prior to the fiscal year end. Any vacation entitlement earned as of March 31<sup>st</sup>, 2007 not taken in the 2007-2008 fiscal year, will be paid out in the final pay for the fiscal year ending March 31, 2008. This practice will continue for all subsequent years. An employee who terminates his/her employment shall be paid his/her vacation pay on his/her final pay.

## **Article 15 - STATUTORY AND PAID HOLIDAYS**

15.01 The following Statutory and Paid Holidays will be recognized as holidays on the days they are officially observed:

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

15.02 In order to qualify for a Holiday with pay an employee must have completed his/her probationary period, have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the Holiday and have worked his/her scheduled working shift immediately prior to and following the Holiday unless he/she is absent due to scheduled vacation.

15.03 Employees who fail to report for work on a Holiday when scheduled to do so will not be paid for the Holiday.

15.04 Employees required to work on any of the above-mentioned Holidays will be paid at the rate of time and one-half (1 1/2) of their regular straight time hourly rate for all hours worked on such Holiday and in addition, will receive another day off with pay or a day's pay (if the employee qualifies under Article 15.02 above) at the discretion of management. The number of hours pay or the number of hours off with pay will be calculated based on the normal hours of the employee,

15.05 Qualification for and calculation of Public Holiday pay will be in accordance with the provision of Public Holidays section of the Employment Standards Act.

## **Article 16 - PREGNANCY LEAVE**

16.01 Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

16.02 In order to qualify for Pregnancy Leave an employee must have completed thirteen (13) weeks of employment prior to the expected date of delivery.

16.03 An employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected date of birth.

16.04 The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave. Included in such notice will also be the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

16.05 The employee shall reconfirm her intention to return to work on the date originally approved in Article 16.04 above by written notification received by the Employer at least two (2) weeks in advance thereof.

16.06 Credits for service and seniority shall accumulate for a period of up to seventeen

(17) weeks while an employee is on Pregnancy Leave on the basis of what the employee's normal regular hours of work would have been.

- 16.07 In accordance with the Employment Standards Act, the Employer will continue to pay its share of the contributions towards employee benefits in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on Pregnancy Leave, provided the employee continues her share of contribution.
- 16.08 Subject to any change to the employee's status which would have occurred in keeping with the terms of the Collective Agreement had she not been on Pregnancy Leave the employee shall be reinstated to her former duties on the same shift in the same Project and at the same rate of pay.
- 16.09 The Pregnancy Leave of an employee who is entitled to Parental Leave ends seventeen (17) weeks after the Pregnancy Leave began.
- 16.10 In all other cases Pregnancy Leave will not exceed seventeen (17) weeks.

### **Article 17 - PARENTAL LEAVE**

- 17.01 Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- 17.02 An employee who qualifies for Parental Leave shall give written notice of at least two (2) weeks in advance of the date of the commencement of such leave including the expected date of return.
- 17.03 An employee shall reconfirm his/her intention to return to work on the date originally approved in Article 17.02 above by written confirmation received by the Employer at least two (2) weeks in advance thereof.
- 17.04 Credit for service and seniority shall accumulate for a period of up to thirty-five (35) or thirty-seven (37) weeks if no pregnancy leave taken while an employee is on Parental Leave.
- 17.05 in accordance with the Employment Standards Act, the Employer will continue to pay its share of the premiums of the subsidized employee benefits, in which the employee is participating, for a period of up to thirty-five (35) or thirty-seven (37) weeks if no pregnancy leave taken while the employee is on Parental Leave, provided the employee continues her share of contributions.
- 17.06 Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 17.07 The Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the care, custody and control of a parent for the first time.
- 17.08 Subject to any change to the employee's status which would have occurred in keeping with the terms of the Collective Agreement had he/she not been on Parental Leave the employee shall be reinstated to his/her former duties on the same shift in the same Project and at the same rate of pay.

## **Article 18 -JURY AND WITNESS DUTY**

18.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the workplace, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he/she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

18.02 The Employer may grant leave of absence without pay to an employee for legitimate personal reasons. Requests for leaves of absence shall be in writing and shall state the reason for requesting the leave. Seniority and service shall be suspended while the employee is on leave in excess of thirty (30) days unless specified otherwise. Granting of such leave not to be unreasonably withheld.

## **Article 19 -WORK OF THE BARGAINING UNIT**

19.01 Supervisors excluded from the Bargaining Unit shall not perform duties normally performed by employees in the Bargaining Unit, which shall directly cause or result in the lay-off of employees in the Bargaining Unit.

## **Article 20 - JOB POSTINGS**

20.01 Where vacancies are posted for positions within the Full Time Bargaining Unit and no applicants within the Full Time Unit are successful in obtaining the position, applications submitted for such postings from Part Time employees will be considered prior to consideration of persons not employed by Bellwoods Centres. In the event that one (1) or more Part Time employees apply, the Employer shall consider the qualifications, training, experience, and ability of the applicants. Where these factors are relatively equal, then seniority shall govern, providing the successful applicant can do the job. The Employer agrees to provide the Steward in each project with a copy of each job posting. The parties agree that an Administrative oversight in this regard does not void the job posting.

20.02 The successful Part Time applicant shall retain his/her seniority and his/her classification of seniority. Upon entering into Full Time status he/she shall suffer no loss of basic wage rate and then will progress in seniority and wage rate increases in the same manner as other Full Time employees covered by the Full Time Agreement.

20.03 For the purpose of this Article, a Part Time employee shall be credited Full Time seniority on the basis of one (1) year equalling one thousand nine hundred (1,900) hours.

**20.04 Temporary Vacancies**

A temporary full-time vacancy that is expected beyond three (3) months will be posted within the part-time bargaining unit. Upon the return of the full-time employee from his/her absence, she will have the right to return to her position in accordance with the applicable leave provisions. In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary period within the full-time position. Nothing herein shall prevent the Employer from temporarily filling any full-time position or full-time vacancy for a period less than three (3) months as the Employer may deem appropriate.

**Article 21 - NEGOTIATING COMMITTEE**

21.01 The Union has the right to elect or otherwise select a Negotiating Committee consisting of two (2) part-time representatives, one (1) of which shall be the Chief Steward. Members of the Committee shall be Regular employees of the Employer who have completed their probationary period.

**Article 22 - UNION ADMINISTRATIVE COMMITTEE AND STEWARDS**

**22.01 Union Administration Committee**

The Employer will recognize a Union Administrative Committee which will consist of five (5) Union Stewards, one (1) of whom will be the Chief Steward and all of whom will be selected by the Union, not more than one (1) of the Committee members shall meet with management at any one (1) time. The representation by stewards shall be structured as follows:

- 1 - 300 Shaw Street
- 1 - 1082 Dundas Street West
- 2 - Outreach Services
- 1 - Mimico

**22.02 Reimbursement for Union Leave**

Where employees are on Union Leave approved by the Employer, the Employer agrees to pay the employee for their regularly scheduled hours. The Union agrees to reimburse the Employer fully for these costs upon receipt of an invoice from the Employer.

### **22.03 Labour Management Committee**

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee, a meeting may be requested by either party. An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment of this agreement. The Committee shall have the authority to bring forward recommendations to the Union and/or the employer.

### **Article 23 -JOINT HEALTH AND SAFETY COMMITTEE**

- 23.01 The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness.
- 23.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee one (1) representative selected or appointed by the Union from among Bargaining Unit employees.
- 23.03 The Committee shall identify potential dangers and hazards, recommend means of improve health and safety and recommend actions to be taken to improve conditions related to health and safety.
- 23.04 The Committee shall meet once every three (3) months at the workplace and shall maintain minutes of all meetings.
- 23.05 Any representative appointed or selected in accordance with Article 24.02 above shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Any representative attending meetings of the Committee during his/her scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 23.06 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 23.07 The current composition of the Occupational Health and Safety Committee will be posted at each project location will remain in compliance with current legislative requirements. Site specific Committee members will meet jointly for an all site/organization wide meeting quarterly.



## **Article 24 - BEREAVEMENT LEAVE PART-TIME**

- 24.01 An employee who notifies the Employer as soon as possible following a bereavement will be granted up to three (3) consecutive days off without loss of regular earnings from the date of death up to and including the date of the funeral of an immediate family member and/or his/her step-parent, step-child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or grandparent of the employee's spouse. For the purpose of this clause, immediate family is defined as mother, father, sister, brother, spouse (includes common law spouse), daughter, son, mother-in-law, father-in-law.
- 24.02 Where an employee is unable due to distance to travel to attend the funeral of a member of his/her immediate family as defined in the Collective Agreement, he/she shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he/she would otherwise have been entitled on that day.

### **24.03 Internment**

The option to defer one (1) of the above granted days for bereavement for the purposes of a later internment will be granted if requested with the initial leave submission.

## **Article 25 - TRAVELLING TIME**

- 25.01 Outreach staff who are required to travel between assignment to different geographic locations on the same day will be afforded an allowance of \$6.00 to compensate them for the time involved in such travel.

## **Article 26 - BULLETIN BOARD**

- 26.01 The Employer agrees to supply and make available a bulletin board to the Union for posting of seniority lists and notices pertaining to the Union and the Employer and its employees. It is agreed that no notice will be posted on the bulletin board without prior approval of the Executive Director.



**LETTER OF UNDERSTANDING**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1 Canada**

**AND**

**BELLWOODS CENTRES FOR COMMUNITY LIVING INC.**

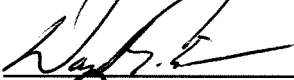
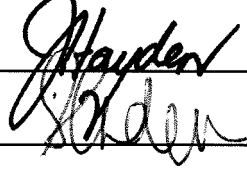
**RE: THE APPLICATION OF ARTICLE 22.08 FULL TIME AGREEMENT**

It is understood between the parties that the language currently contained at Article 22.08 is applicable only to those employees who were employed at Bellwoods prior to Part Time unit being certified and in respect of whom pro rated benefits were available. This "Grandfathered group" are the only individuals to whom this language applies and it only applies so long as they are working in the circumstances contemplated in Article 22.08 and the employee desires to remain covered and earned sufficient wages to cover the complete required deduction. Should the employee of their own volition move below the circumstances contemplated in Article 22.08, then Article 22.08 will no longer apply. Once a grandfather employee no longer satisfies the requirements of Article 22.08, as above, and benefits cease, they will not have further access to benefits. Part time employees receive a cents per hour allowance in lieu of benefits.


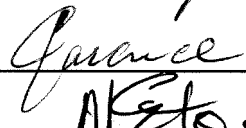
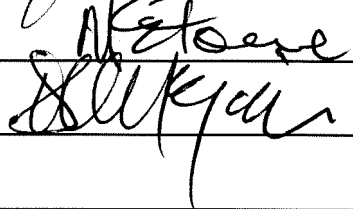
Grandfathered Employees: Joyce Bennett  
Krystyna Sobel

Dated at *Toronto* this *29<sup>th</sup>* day of *JULY* 20*10* in the Province of Ontario.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1 Canada**

**AND**

**BELLWOODS CENTRES FOR COMMUNITY LIVING INC.**

**RE: PT SENIORITY CALCULATION DURING PREGNANCY OR PARENTAL LEAVE**


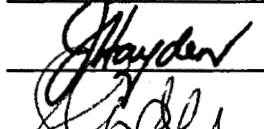
In so long as the legislated entitlements for the above mentioned leave, provides for the accumulation of seniority during the period of such leave, the following calculation for seniority accumulation during the period will be used in lieu of actual hours worked. <sup>1</sup>

For those PT employees for whom hours worked provides the basis of calculation for seniority, during periods of approved pregnancy and parental leave, they will accumulate seniority based of the average hours worked per week over the same period used to calculate Employment Insurance Benefit up to the commencement date of the first of these leaves ( if concurrent).


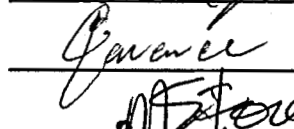
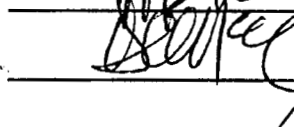
This calculation, **as** applicable, will be reflected in the seniority total prepared annually **as** outlined in the provisions of the collective agreement. Any dispute regarding the calculation of seniority must be brought forward, in writing, to management within 30 days of the posting of the seniority list or the calculation will be deemed correct.

Dated at *Toronto* this *29<sup>th</sup>* day of *JULY* 20*10* in the Province of Ontario.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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