

COLLECTIVE AGREEMENT

BETWEEN

NEW LEAF: LIVING AND LEARNING TOGETHER INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA

FULL TIME AND PART TIME

EXPIRES: FEBRUARY 28, 2019

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COLLECTIVE AGREEMENT

B E T W E E N:

**NEW LEAF: LIVING AND LEARNING
TOGETHER INC.**

(Herein referred to as the “Employer”)

- and -

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1 CANADA**

(Herein referred to as the “Union”)

Article 1 – Purpose

- 1.01 Both parties to this Agreement recognize that the purpose of New Leaf (or the “Employer”) is to provide a rural, therapeutic community for adults who are dual-diagnosed with developmental disabilities and other challenges (e.g. psychiatric, emotional, behavioural, physical or social issues). It is the parties’ mutual desire to ensure that the best interests of the people supported by New Leaf are served in accordance with its Mission Statement.
- 1.02 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide a process for the prompt and equitable disposition of grievances, efficient operation of the Employer to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement, and that services and supports provided by new Leaf are of the highest possible quality.

Article 2 – Scope Clause

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees of New Leaf: Living & Learning Together Inc. in the Regional Municipality of York, save and except supervisors, persons above the rank of supervisor, Registered Nurse, office and clerical staff, and students employed during the school vacation period.
- Students employed during the school vacation period shall not perform work normally performed by regular full time or regular part time employees as defined in Article 5.02 if as a result any such employee loses regular hours of work.

Clarity Note: Supervisors include Managers, but does not include Program Supervisors or Shift Supervisors.

- 2.02 Further, persons hired for a specific term not to exceed twelve (12) months to replace an employee on leave or to perform special non-reoccurring tasks are excluded from the bargaining unit. The Employer agrees that it will advise the Union when it seeks external temporary hires for specific terms or tasks

Article 3 – Relationship

- 3.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced 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.
- 3.02 It is agreed that the Union and the employees will not engage in Union activities at any time on the Employer's premises except as specifically permitted under this Agreement.

Article 4 – Management Rights

- 4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as specifically limited by the expressed terms of this Agreement.
- 4.02 Without limiting the generality of the forgoing, the Employer's exclusive management rights shall include the right:
- (a) to maintain order, discipline and efficiency;
 - (b) to make and enforce and alter from time to time rules and regulations, policies and practices to be observed by all employees;
 - (c) to hire, assign duties, schedule the work, direct, classify, transfer, promote, demote, layoff, recall, terminate or discipline its employees (including suspension and discharge) provided that a claim an employee who has completed her probationary period has been discharged or disciplined without just cause may be the subject of a grievance under the Grievance Procedure provided for herein;
 - (d) to determine and establish standards and procedures for the training, care, welfare, safety and comfort of all persons supported by New Leaf;
 - (e) to determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or

discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; to introduce, change or discontinue job duties or processes; determine employee dress codes; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work, when overtime shall be worked, and require employees to work overtime and the working establishment for any service and the standards of performance for all employees;

- (f) to determine the qualifications of employees; to establish and administer tests for the purpose of assisting the Employer to determine an employee's qualifications to fill job vacancies or new positions, to perform specific tasks or as required by government legislation, regulations or policies; require medical examinations by mutually agreed upon physicians for any legitimate reason; determine the allocation and number of employees required, by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area;
- (g) to have jurisdiction over all operations, buildings and equipment;
- (h) to determine all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

4.03 These rights and obligations are only restricted by the specific provisions of this Agreement.

Article 5 – Definitions

5.01 The word "employee" or "employees" wherever used in this Agreement shall mean only those employees in the bargaining unit defined in Article 2.01.

5.02 For the purpose of this Agreement, the parties agree that "employees" referred to in Article 2.01 relates to the following type of employees.

(a) **Regular Full time Employees**

"Regular full time employee" shall be defined as a member of the bargaining unit who is regularly scheduled to work more than sixty (60) hours averaged over a two (2) week period as determined by the Employer.

(b) **Regular Part time Employees**

Where the term “regular part time employee” is used herein, the Article(s) shall only apply to those employee(s) in the bargaining unit who are regularly scheduled to work sixty (60) hours or less, averaged over a two (2) week period as determined by the Employer.

(c) **Relief Employees**

Where the term “relief employee” is used herein, the Article(s) shall apply only to those employees who are requested to work from time to time as required by the Employer.

5.03 It is further agreed and understood that regular part time employee(s) may have the opportunity to perform additional work in excess of their regularly scheduled hours of work. Similarly, relief employee(s) may have the opportunity to accept shifts in excess of sixty (60) hours averaged over a two (2) week period. In each such situation, when performing such additional work, such employees shall be considered as “regular part time” or “relief employees”, as designated, for all purposes of the Collective Agreement. The additional hours worked over sixty (60) hours averaged over a two (2) week period shall not be used to establish eligibility for any entitlements, which may be provided to regular full time employees.

5.04 Wherever the female gender is referred to in the Collective Agreement it shall mean both genders.

Article 6 – Union Security

6.01 As a condition of employment, the employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

6.02 Such dues shall be deducted from each pay for employees. In the case of newly hired employees each employee shall be subject to a one (1) time Union Initiation Fee as directed by the secretary Treasurer of the Union. Initiation fees and dues deductions shall commence in the month of hire.

6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer, in writing thirty (30) calendar days prior to any changes therein and such notification shall be the Employer’s conclusive authority to make the deductions specified.

- 6.04 In consideration of the deducting of Initiation Fees and Union dues by the employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05 Monthly deductions shall be made and forwarded to the secretary Treasurer of the local Union on or before the 15th of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues the month following with the reason why dues were missed.
- 6.06 The Employer shall include the amount of Union dues deducted on T4 slips.
- 6.07 The Employer agrees to forward a list of dues deductions to the Union in an electronic format (Excel). At the same time the employer will provide electronically (Excel) the following information: employee name, address, classification, date of birth, date of hire, date of termination, status as active or inactive, together with the hours worked upon which the dues deductions are based and the employees' home telephone if such has been made available to the employer.

The Union agrees that it will not disperse this information generally and will use it only for *bona fide* purposes within its duty as the collective bargaining agent.

Article 7 – No Discrimination

- 7.01 The Employer, Union and employees agree to abide by the provisions of the Ontario *Human Rights Code*, as amended from time to time.

Article 8 – No Strikes/Lockouts

- 8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees, that during the lifetime of this Agreement, there will be no strike, slowdown, either complete or partial, or any other form of job action which will interfere with the Employer's operations or stop services. If such action should take place, the Union will instruct the employees to continue to work and to perform their duties in the normal course.
- 8.02 The words "strike" and "lockout" as used herein are agreed to have the meaning defined for those words in the *Ontario Labour Relations Act, 1995* as amended from time to time.

Article 9 – Union Representation and Committees

9.01 The Employer agrees to recognize up to eight (8) Union Stewards (including the Chief Steward) elected from amongst employees in the bargaining unit, who have completed their probationary period.

One (1) union steward will be recognized for every two (2) new group homes opened following the date of ratification of the collective agreement.

9.02 A Chief Steward may be appointed or elected. The Chief Steward may step in during the absence of any Steward to assist in the presentation of any grievance to the Employer, which may properly arise under the provisions of this Agreement.

9.03 The functions of the Chief Steward and the other Stewards (hereinafter referred to collectively as Union Stewards) shall be to assist employees in their respective areas in the presenting of any grievance to the Employer, which may properly arise under the provisions of this Agreement.

9.04 The Union shall keep the Employer notified, in writing, of the names of the Union Stewards appointed or elected under this Article and the effective date of their respective appointments before the Employer is obligated to recognize the same.

9.05 The Union acknowledges that the Union Stewards have and must continue to perform their regular duties and responsibilities for the Employer and that as far as possible all activities of the Union Stewards must be carried on outside of their scheduled working hours, unless otherwise mutually agreed in writing between the parties.

9.06 Union Stewards shall not leave their regular working duties or regular work areas without first obtaining written permission from the Manager responsible for the work area to do so. If it is not practical to obtain written permission, the Union Steward must first obtain permission via telephone from the on-call manager. Such permission shall not be unreasonably denied unless it interferes with the efficient operations of the Employer.

9.07 Should a Union Steward be granted permission to leave his or her regular working duties, such permission shall be granted under the following conditions:

- (i) one Union Steward shall be given time off at any given period of time and the time off shall be devoted to the presenting of the grievance;
- (ii) the Employer reserves the right to limit such time if it deems the time taken to be excessive;

- (iii) when resuming her regular duties and responsibilities, such Union Steward shall again report to the Manager responsible for the work area; and
- (iv) during the granted time off, the Employer will compensate the Union Steward at the regular straight time hourly rate of pay she would have received during her scheduled shift in performing her normal scheduled work for the Employer.

9.08 The Employer will not compensate the Chief Steward, Stewards or bargaining unit members at Arbitration hearings.

9.09 Nothing in this Article shall preclude Union Stewards who are regular full time employees from representing regular part time employees (or casual employees) or from Union Stewards who are regular part time employees (or casual employees) from representing regular full time employees.

Negotiating Committee:

9:10 The Employer agrees to recognize a Negotiating Committee consisting of up to three (3) employees who have completed their probationary period whose function shall be to negotiate renewals of this Collective Agreement. One (1) of the members shall be the Chief Steward.

Bargaining unit members shall be permitted to select any steward from the elected steward body to represent them, provided that the selected steward must be immediately available, subject to the Employer's operational requirements, at the time that the representation is requested.

9.11 The Employer agrees that the members of the Negotiating Committee shall be paid at their regular straight time hourly rate for time spent during their regular scheduled working hours in attending negotiation meetings with the Employer for the renewal of this Agreement up to but not including conciliation or mediation meetings.

9.12 The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee prior to the commencement of negotiations and the Employer shall not be required to recognize any Committee member until it has been so notified.

9.13 The Union Negotiating Committee shall have the right to have the assistance of an S.E.I.U. representative during negotiations with the Employer.

9.14 When the Employer calls an employee, who has completed his or her probationary period, to a meeting during which discipline will be imposed, such employee **must** be accompanied by a Union Steward if he or she wishes. The Employer will inform the employee of that right. **For the purpose of assisting the process the role of the steward shall be that of asking questions for the purpose of clarification and/or obtaining information/documentation.**

9.15 The Employer agrees to allocate up to fifteen (15) minutes during the Orientation Session conducted by the Employer for new employees, for a designated steward to meet with employees and present them with a copy of the Collective Agreement. The Employer will ensure that advance notice of the Employer Orientation Session will be given to the Chief Steward. If there is no steward on shift, the Orientation Session shall continue in the absence of the steward. That said, should a steward not on shift wish to attend the Employer Orientation Session, the steward may attend but shall not be paid, for her attendance, by the Employer.

9.16 **Labour/Management Committee**

The Employer and Union shall each name three (3) employees in the active employ of the Employer to the Labour Management Committee which shall meet a minimum of four (4) times per calendar year, at mutually agreed upon times and dates. The Assigned Staff Union Representative may attend, as may an outside management representative.

The purpose of such meetings will be to exchange information of mutual interest. Individual matters which are being processed through the grievance and arbitration procedures under this Agreement shall not be discussed at these meetings.

Article 10 – Grievance Procedure

10.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

10.02 For the purpose of this Article and Article 11 (Arbitration), the words “working days” shall not include Saturdays, Sundays or paid holidays.

10.03 It is the mutual desire of the parties to this Agreement that the complaint of an employee shall be resolved as promptly as possible.

10.04 It is understood that an employee has no grievance until she has first discussed her complaint with the immediate management representative

responsible and afforded her an opportunity to endeavour to adjust her complaint.

- 10.05 If an employee has a complaint, she shall discuss it with the immediate management representative responsible within seven (7) working days after the circumstances giving rise to it have originated or occurred. Accordingly, the Employer or the Union shall not be required to consider or process any grievance which arises more than seven (7) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may be taken up as a grievance within five (5) working days following the immediate management representative's decision in the following manner and sequence. For clarity, if the immediate management does not respond within five (5) working days the complaint may progress to Step No. 1.

Step No. 1

The employee/Union Steward shall submit a written grievance to the immediate management representative responsible within five (5) working days following the immediate management representative's decision described above. The employee may be accompanied by a Union Steward. The grievance shall be signed by the employee, shall identify the nature of the grievance and the specific provisions of the Agreement which are alleged to have been violated and shall contain a statement of the facts relied upon and indicate the relief sought. The immediate management representative responsible shall submit her answer in writing within five (5) working days following the day on which the grievance was presented to her. If no written request for the grievance to be heard at Step 2 is received within five (5) working days from the date of the decision under Step 1 is given, the grievance shall be deemed to have been settled. Failing settlement, then:

Step No. 2

Within five (5) working days following the decision under Step 1, the employee shall submit the written grievance to the Director of Human Resources or her designate who shall review the grievance and render a decision in writing within five (5) working days from the date on which the grievance is presented to her. The employee may be accompanied by a Union Steward. If no written request for the grievance to be heard at Step 3 is received within five (5) working days from the date of the decision under Step 2 is given, the grievance shall be deemed to have been settled. Failing settlement, then:

Step No. 3

Within **five (5)** working days following the decision under Step 2, the employee/Union Steward shall submit the written grievance to the Executive Director or her designate. The Executive Director or designate

will meet with the grievor and a Union Steward to review the grievance within ten (10) working days of receiving the grievance at this Step. The Executive Director or designate shall have such counsel and assistance as may be desired at this meeting as may the Union request the presence of the Union staff representative or executive officer of the local Union. Failing settlement, the decision of the Executive Director or designate shall be delivered in writing within ten (10) working days from the date on which the grievance meeting was convened.

10.06 Policy Grievance

A "policy grievance" is defined as a difference between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether the grievance is arbitrable. It is agreed that an Employer or a Union policy grievance arising directly between the Employer and the Union shall be originated under Step 3 above within seven (7) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee which she should have instituted herself and that the regular grievance procedure shall not be thereby bypassed.

10.07 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, specify the nature of the difference(s), Article or Articles of the Collective Agreement of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought, to the Director of Human Resources or her designate within seven (7) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the time limit set out with respect to the Step shall appropriately apply.

10.08 Discharge

If an employee, who has completed her probationary period, claims that she has been unjustly discharged, such complaint must be submitted by the employee who may be accompanied by a Union Steward at Step 3 of the Grievance Procedure to the Employer within five (5) working days following the date of discharge is effective, and the time limit set out with respect to the Step shall appropriately apply.

10.09 Employer's Grievance

- (a) The Employer may originate a grievance against the Union or against an employee by forwarding it to the business agent of the Local within seven (7) working days after the circumstances giving rise to the grievance have occurred.
- (b) The business agent of the Local shall give her decision in writing within five (5) working days after receiving the grievance.
- (c) Failing a response within five (5) working days or a satisfactory settlement, the grievance may be referred directly to Arbitration in accordance with Article 11 (Arbitration).

10.10 All agreements reached under the Grievance and Arbitration Procedure between the representatives of the Employer and the representatives of the Union shall be final and binding. All time limits referred to in the Grievance Procedures and the Arbitration Procedure shall be construed as mandatory. Notwithstanding the provisions of the Ontario *Labour Relations Act, 1995*, the parties agree that these time limits should not be extended by an arbitrator. However, the parties may mutually agree to waive or extend any of the time limits established in this Grievance Procedure. Any such agreement shall be in writing and acknowledged by the parties.

Article 11 – Arbitration

- 11.01 Failing settlement under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If a party elects to refer a grievance to arbitration, it must notify the other party within ten (10) working days from the date of the decision under Step 3. If no written request for arbitration is received within ten (10) working days from the date of the decision under Step 3 above is given, the grievance shall be deemed to have been settled.
- 11.02 When either party requests that a grievance be referred to arbitration within the time limit, it must make such a request in writing, addressed to the other party, and at the same time, that party shall propose three (3) arbitrators. If none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) arbitrators. If an acceptable arbitrator is not agreed upon, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint a single arbitrator.
- 11.03 Notwithstanding Article 11.02, either party may request that a grievance be referred to a Board of Arbitration. The request must be in writing, within the time limit, addressed to the other party, and at the same time,

appoint its nominee to the Board of Arbitration. Within fourteen (14) calendar days after having received notice to arbitrate, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a Chairperson for the Board of Arbitration. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson. No persons shall be appointed as a nominee or Chairperson who has been involved in any attempt to negotiate or settle the grievance.

- 11.04 Each party will bear its own expense with respect to any arbitration proceedings. The expenses of the arbitrator will be shared equally by the parties. In the case of a Board of Arbitration, each of the parties shall bear the expense of the nominees appointed by it, and the parties shall jointly bear the fees and expenses of the Chairperson.
- 11.05 No matter may be referred to arbitration which has not first been properly carried through all proceeding steps of the Grievance Procedure.
- 11.06 The arbitrator, or Board of Arbitration, if applicable, shall not be authorized, nor shall the arbitrator, Board of Arbitration, if applicable, assume authority to add to, subtract from, alter or modify any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.07 The decision of the arbitrator, or Board of Arbitration, if applicable, shall be final and binding on the parties. In the case of a Board of Arbitration where there is no majority, the decision of the Chairperson shall govern.

Article 12 – Seniority

- 12.01 Probationary Period:
- (a) A regular full time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall her name be added to the seniority list until after such time as she has completed nine hundred and eighty hours (980) actually worked with the Employer in the bargaining unit described in Article 2.01 since her most recent date of hiring.
 - (b) A regular part time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall her name be added to the seniority list until after such time as she has completed six hundred and twenty-five (625) hours actually worked with the Employer in the bargaining unit described in Article 2.01 since her most recent date of hiring.

- (c) A relief employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall her name be added to the seniority list until after such time as she has completed six hundred and twenty-five (625) hours actually worked with the Employer in the bargaining unit described in Article 2.01 since her most recent date of hiring.
- (d) If at any time during the probationary period the Employer, in its sole discretion, finds the probationary employee unsuitable for the employment, her employment shall be terminated by the Employer.
- (e) The release or termination of a probationary employee from employment shall not be the subject of a grievance or arbitration under the terms of this Agreement.

12.02 Upon completion of her probationary period, an employee shall be credited, for seniority purposes, with the probationary hours she worked from her most recent date of hire as a probationary employee.

12.03 An employee shall commence to accrue seniority on a bargaining unit wide basis following completion of her probationary period from her most recent date of hire. Such seniority accrual shall be based upon hours worked following the completion of her probationary period from her most recent date of hire, except as otherwise provided herein.

12.04 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) When on approved paid leave;
- (b) When on Pregnancy/Parental Leave as provided under the *Employment Standards Act, 2000* as amended from time to time;
- (c) When on an approved unpaid leave of absence not exceeding thirty (30) calendar days or from the first thirty (30) calendar days of an approved unpaid leave of absence granted under Article 12.05 (a);
- (d) When on approved paid sick leave not exceeding one (1) year.

In the above circumstances, seniority shall accrue as follows:

- (a) For regular full time employees (refer to Article 5 Definition) – seniority accrued shall be calculated on the basis of forty (40) hours per week;
- (b) For regular part time employees (refer to Article 5 Definition) – seniority accrued shall be calculated on the basis of such employee's average number of hours worked per week the six (6) months immediately preceding the absence;

- (c) For relief employees (refer to Article 5 Definition) – seniority accrued shall be calculated on the basis of such employee’s average number of hours worked per week the six (6) months immediately preceding the absence.

12.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (a) When on an approved unpaid leave of absence exceeding thirty (30) calendar days;
- (b) When absent due to layoff provided that the employee has not lost her seniority pursuant to Article 12.08 (c);
- (c) When on approved paid sick leave that exceeds one (1) year;
- (d) When an employee is promoted to a position outside the bargaining unit for a period not exceeding twelve (12) months. After twelve (12) months in any position outside the bargaining unit, all of the employee’s seniority shall be lost and she may not return to the bargaining unit except as a new employee.

12.06 An employee who is transferred within the bargaining unit shall keep her seniority in accordance with this Agreement.

12.07 For administrative purposes, separate seniority lists for regular full time employees, regular part time employees and for relief employees, each showing the names of employees who have completed their probationary period, shall be established by the Employer for employees covered under this Agreement. Each seniority list shall be updated in quarterly showing the employee’s name classification and seniority sorted by seniority. An additional copy of such list shall be provided to the Union (electronic copy) and all Stewards for posting on Union bulletin boards.

12.08 An employee shall lose all seniority and the employment relationship shall be deemed terminated if she:

- (a) resigns;
- (b) is discharged;
- (c) is laid off in excess of eighteen (18) months or length of her seniority, whichever is less;
- (d) is absent for two (2) or more consecutive days, without notifying the Director of Human Resources or her designate and providing a reasonable explanation to the Employer.

- (e) fails to report to work within three (3) working days upon being notified of her recall by Registered Mail (which notification shall be deemed to be received on the seventh (7th) calendar day following the date of mailing), sent to her most recent address on file with the Employer or fails to report for work on the date and at the time specified in the notice, if applicable;
- (f) fails to report for work on the date agreed upon after the completion of a leave of absence or uses an approved leave of absence for a purpose other than that for which it was granted;
- (g) employee is absent from work due to illness or disability, which absence continues for twenty-four (24) consecutive calendar months or a period equal to the employee's seniority as at the time the disability or illness commenced, whichever is less, and is unable to perform the essential duties of her job in the foreseeable future;

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario *Human Rights Code*.

- (h) retires;
- (i) has not worked a minimum of sixteen (16) hours which were offered by the employer during a **thirty (30)** calendar day period commencing from the last shift worked excluding Mandatory Training and Agency Orientation. Mandatory Training and Agency Orientation does not count as time worked for the purpose of this Article.
- (j) who is a relief staff enrolled full time in an accredited educational institution who has not accepted a shift assignment offered by the Employer during a **sixty (60)** day period commencing from the last shift worked excluding Mandatory training and Agency Orientation. Mandatory Training and Agency Orientation does not count as time worked for the purpose of this Article.
This article (12.08(i) & 12.08(j)) will only take effect 60 days after ratification.

12.09 It is the responsibility of each employee to keep the Employer informed of her current address. If an employee fails to do this, the Employer shall not be responsible for the failure of any such notice under this Agreement to reach such employee.

Article 13 – Job Posting

13.01(a) “Where a permanent vacancy or a new position occurs in the bargaining unit, which the Employer decides to fill, the Employer will post a notice for a period of seven (7) business days. It is understood that this position

placement provision applies only to the filling of the first and second permanent vacancy created by an employee who successfully bids for the permanent vacancy or new position, but does not apply to any subsequent permanent vacancies created.”

- (b) Where a temporary vacancy, other than a Supervisor position, occurs in the bargaining unit, which the Employer decides to fill, the employer will post a notice for a period of seven (7) business days. It is understood and agreed that only relief employees may apply for such temporary vacancy. Regular part-time employees may apply for temporary full-time vacancies only. For the purpose of this position provision, a temporary vacancy means a vacancy which is expected to exceed (6) weeks but not more than (12) months.
- 13.02 The posting/placement referred to in 13.01 above shall stipulate the nature of the position, present assignment, present location, rate of pay and classification per the applicable Schedule.
- 13.03 All applications for the posting/placement are to be made in writing within the posting period.
- 13.04 The Employer shall have the right to fill the posted/placed vacancy on an interim basis until the vacancy is filled and arrangements have been made to assign the employee to the job. No grievance shall be filed concerning these temporary arrangements.
- 13.05 Vacancies and new positions posted/placed under this Article shall be filled based upon the following factors:
- (a) the requirements and efficiency of the Employer’s operation and the skills, qualifications, experience, education, ability, knowledge and training of the individual applicant as they relate to the job posted; and
 - (b) seniority.
- Where in the judgment of the Employer the considerations in subparagraph (a) above are relatively equal as between two (2) or more applicants, seniority shall govern.
- 13.06 It is agreed and understood that only employees who have completed their probationary period may bid for job posting/placements. Also, successful applicants with respect to this job posting/placement procedure shall not be allowed to apply for another bargaining unit position at their current job classification or at a lower job classification for a further six (6) months, unless granted written permission by the Employer.
- 13.07 Notwithstanding 13.05, if no written applications are received by 4:30 p.m. on the 7th calendar day of posting/placement or if none of the applicants

have the required skills, qualifications, experience, education, ability, knowledge and training, the Employer may fill the job from other sources.

- 13.08 The successful applicant will be placed in the permanent vacancy or permanent new position for a trial period not exceeding one hundred and sixty (160) working hours and if the employee proves satisfactory, then she shall be considered permanently assigned to the same. If the Employer deems the employee unsatisfactory during the trial period, or if the employee is unable to perform the duties of the permanent vacancy or permanent new position during the trial period, the employee will be returned to her former position at her former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such posting/placement and the notice of the vacancy or new position will be posted by the Employer for a period of four (4) calendar days in accordance with this Article. Newly hired employees shall be terminated and such termination shall not be defined as a grievance or complaint under the terms of the Collective Agreement and shall not be subject to the Grievance and Arbitration Procedure.
- 13.09 It is understood that Article 13.08 does not create a right to a training or familiarization period. That is, in order to be awarded a posted vacancy or new position, the employee must be fully capable of performing the job at the time of the posting without any familiarization or training period. It is understood that the employee will be provided with an orientation deemed appropriate by the Employer.

Article 14 – Layoff and Recall

- 14.01 In the event that a reduction of the workforce is required which is expected to exceed fourteen (14) days, the Employer agrees to layoff employees in the reverse order of seniority within their job classification, providing that, in the judgement of the Employer, those employees who remain on the job are willing and have the skills, qualifications, experience, education, ability, knowledge and training to perform the job.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff and be placed on a recall list for a period of eighteen (18) months or length of her seniority which ever is less; or
- (b) displace an employee who has the least bargaining unit seniority in the same job classification, or if there is no employee in the same job classification with less bargaining seniority then displace the employee who is the least senior employee in an identical or lower paying classification if the employee originally subject to layoff has

the skills, qualifications, experience, education, ability, knowledge and training. Such employee so displaced shall be laid off.

- 14.02 An employee who displaces an employee in a lower paying classification will receive the salary/hourly rate paid to that classification.
- 14.03 In the event of recall, an employee shall have the opportunity of recall from layoff of her former classification, or to a lower paying classification in order of seniority, provided, in the judgement of the Employer, she is willing and has the skills, qualifications, experience, education, ability, knowledge and training to perform the work.
- 14.04 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the seventh (7th) calendar day following the date of mailing).
- 14.05 No new employee shall be hired until those laid off have been given the opportunity of recall, subject to the provisions of Article 14.03. Notwithstanding the foregoing, should an employee refuse recall, the Employer may hire a new employee to fill the position for which the recall opportunity was available.
- 14.06 Where circumstances permit, the Employer agrees to make best efforts to provide at least one month's notice prior to any layoff as defined in Article 14.01.
- 14.07 It is understood that this Article does not apply to relief employees.

Article 15 – Bulletin Boards

- 15.01 The Employer will provide one bulletin board at each administrative office of each Program for the purpose of posting Union notices. Only notices which have received the prior approval of the Director of Human Resources may be posted. The Director of Human Resources shall initial notices which she has approved. Such approval shall not be unreasonably withheld. Notices will also be signed and posted only by officers of the Union and will be in keeping with the purpose of this Agreement.

Article 16 – Health and Safety

- 16.01 The Employer, the Union and the employees agree to cooperate in the prevention of accidents and the promotion of safety and health of the employees during the hours of their employment.
- 16.02 It is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures and to wear, as directed by the Employer, all approved safety equipment.

- 16.03 The Employer, the Union and the employees agree to comply with the provisions of the Ontario *Occupational Health & Safety Act* as amended from time to time.
- 16.04 “Recognizing its responsibilities under the applicable legislation, the Employer agrees to recognize as members of its Joint Health and Safety Committee at least **six** (6) representatives selected or appointed by the Union from amongst bargaining unit employees to attend Joint Health and Safety Committee meetings.”
- 16.05 Each program which does not have an employee on the Joint Health and safety committee shall have one (1) Health and Safety representative.

Article 17 – Personal Leave of Absence

- 17.01 The Employer may, at its discretion, grant a leave of absence without pay or benefits to a regular full time employee or regular part time employee who has completed her probationary period. The employee’s request must be made in writing and must indicate the reason for and the length of the leave requested. All requests must be submitted to the responsible Manager not less than thirty (30) calendar days in advance of the requested date of commencement of this leave. No leave for a period of greater than two (2) months will be granted by the Employer. It is acknowledged that emergency situations may arise that prevent the thirty (30) days clear notice and the Employer, on its individual merits, will consider each situation.
- 17.02 The approval of personal leaves will be limited to a total of four (4) eligible employees (regular full time employees and regular part time employees) at any one time and not more than one (1) eligible employee (regular full time employees and regular part time employees) from any one site.
- 17.03 Regular full time employees and regular part time employees will not be granted leave under this Article for the purpose of accepting alternative or additional employment. If the regular full time employee or regular part time employee does accept alternative or additional employment during the leave, she shall be deemed to have resigned her employment with the Employer.
- 17.04 **Court Attendance and Jury Duty**
- An employee**, who in connection with a case arising out of the employee’s authorized duties at the work place is
- i) required to attend as a witness in a court of law; or
 - ii) required to attend as a witness at a Coroner’s Inquest

shall be paid at his or her regular straight time hourly rate for time lost from his or her scheduled hours of work which could not be rescheduled, provided such employee:

- (a) notifies the Employer immediately upon the employee's notification that he or she will be required to attend at Court or before the Coroner's inquest, and
- (b) presents proof of service requiring the employee's attendance, and
- (c) deposits with the Employer the full amount of compensation received for such service and the official receipt therefore excluding mileage, travelling and meal allowance.

17.05 (a) **Education Leave**

When the Employer requires an employee to take educational courses the Employer shall pay the employee at his or her regular straight time hourly rate for the time lost from his or her regularly scheduled shift if

- (i) the time lost could not be rescheduled, and
- (ii) the employee successfully passes the course.

(b) **Education Reimbursement**

When the Employer requires an employee to take educational courses to upgrade or acquire new employment qualifications, the Employer shall pay the cost of such courses provided the employee successfully completes the course(s) and provides the Employer with proof thereof.

Article 18 – Pregnancy and Parental Leave

18.01 Pregnancy and Parental Leave shall be granted in accordance with the requirements of the *Employment Standards Act, 2000* as amended from time to time.

Article 19 – Union Leave

19.01 The Employer shall grant a leave of absence without pay to employees, who have completed their probationary period, 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.

19.02 In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) calendar days clear notice in writing to the Employer.

19.03 The cumulative total leave of absence, the number of employees that may be absent at any time from any one site and the number of days absent shall be as provided below:

- (i) The request will not involve more than three (3) employees at any one time and not more than one (1) employee from any one site;
- (ii) No leave of absence will be for a period in excess of two (2) weeks; and
- (iii) The cumulative total of any and all such leaves for employees will total not more than thirty (30) working days in any one (1) calendar year.

19.04 With regard to such leave of absences as in 19.01 above, the Employer will continue to pay the employee her straight time hourly rate, with normal deductions, and benefits, if any, for such period and will invoice the Union, who will reimburse the Employer, for such wages and benefits within thirty (30) calendar days. The Union and employee accept full responsibility for the cause and result of any accident or injury which may befall the employee while on Union business.

Article 20 – Paid Holidays

20.01 For the purpose of the application of this Article only scheduled hours worked between 12:01 a.m. and 11:59 p.m. shall be deemed to be worked on the holiday.

20.02 All regular full time and part-time employees who have worked all of their regularly scheduled shift immediately preceding or all of their regularly scheduled shift immediately following a Paid Holiday shall be paid for the holidays listed below unless failure to do so was for a reasonable cause:

- | | |
|----------------|--|
| New Year's Day | Christmas Day |
| Good Friday | Boxing Day |
| Victoria Day | Civic Holiday (first Monday in August) |
| Canada Day | Labour Day |
| Easter Sunday | Thanksgiving Day |
| Family Day | |

1 Float day (**such Float Day shall be requested for approval by the Employer by no later than October 31st of the year in which the Float Day is earned and shall be used by no later than the end of the calendar year in which it is earned.**)

20.03 Holiday Pay will be calculated in accordance with the *Employment Standards Act, 2000*, as amended from time to time. For greater certainty, regular full time and part time employees shall receive pay for each

holiday equal to the total amount of regular wages and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by twenty (20). This formula and the definition of regular wages shall be in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

- 20.04 A regular full time and regular part time employee who is required to work on a holiday set out in 20.02 above shall be paid for authorized work performed on such day at the rate of one and one half (1½) times her regular straight time hourly rate for all hours worked and in addition, provided she qualifies under Article 20.02, the Employer shall pay the employee her Holiday Pay calculated in accordance with Article 20.03 (i.e. the *Employment Standards Act, 2000*, as amended from time to time).
- 20.05 Provided the regular full time or regular part time employee qualifies as set out in Article 20.02, if the Paid Holiday falls on a regular day off or during the vacation period of the employee, the Employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which she shall be paid Holiday Pay calculated in accordance with Article 20.03 as if the substitute day were a Paid Holiday. In order that employees, who work longer than eight (8) hour shifts, are paid on the substitute day off, Holiday Pay, which would be equivalent to their regular straight time hourly rate for their normally scheduled shift, such employees will be permitted to bank Holiday Pay and accumulate funds sufficient to cover a regularly scheduled day off. A day that is substituted for a Paid Holiday will fall within ninety (90) days of the said holiday or within the schedule cycle, whichever is the longer.
- 20.06 When an employee is required to report for work on a holiday and does not report for work, she shall not be paid for the holiday unless she provides a satisfactory reason to the Employer.
- 20.07 The Employer shall endeavour to schedule work on Christmas Day and New Year's Day so that regular full time employees will be off duty either New Year's Day or Christmas Day. The Employer reserves the right to change the employee's regular days off in order to ensure compliance with this endeavour. The Christmas/New Year's Day work schedule will be posted at least four (4) weeks in advance of Christmas Day.
- 20.08 A relief employee who works on a Paid Holiday will be paid at one and one half (1 ½) times her regular wages for all hours worked and Public Holiday pay in accordance with the *Employment Standards Act, 2000*, as amended from time to time. A relief employee who does not work on a Paid holiday will be paid Public Holiday pay in accordance with the *Employment standards Act, 2000*, as amended from time to time. This applies to the paid holidays listed under 20.02 except the Float Day.

Article 21 – Vacations

Regular Full time Employees

21.01 Vacation Scheduling

- (a) The vacation year will be from January 1 to December 31st.
- (b) During the period of December 1 to December 31, regular full time employees may submit a written request for vacation to the Manager responsible for her Program. The Employer will record each request on a vacation schedule sheet that will be posted.
- (c) The approved vacation schedule shall be determined by the Employer and posted on or before January 31st. No regular full time employee shall be approved for more than two (2) weeks vacation during the period of June 1 to September 30 until all regular full time employees in each specific site who have requested vacation, have been approved for two (2) weeks vacation. This vacation may be taken as two (2) one (1) week blocks or one (1) two (2) week block. If the Employer is not able to grant the time requested due to competing requests, the employee with the most seniority shall be given preference on the vacation schedule. In addition, vacation requests during the Christmas Holiday season (December 15 through January 3) will only be approved every second year for each employee. Employees may be approved for every year subject to the following - the Employer shall have the right to limit the number of employees, at each site, taking vacation at any given time. For greater certainty, a regular full time employee's hours of vacation time entitlement and vacation pay entitlement are as set out in Article 21.05.
- (d) Seniority shall not apply to vacation requests submitted after December 31st. Such requests shall be dealt with in accordance with the date they are received by the Employer. The Employer shall have the right to limit the number of regular full time employees, at each site, taking vacation at any given time.
- (e) It is recognized that the final decision concerning the scheduling of vacations resides with the Employer.
- (f) It is expressly understood that no regular full time employee shall utilize unearned vacation credits without the prior express written approval of the Employer. Should a regular full time employee be terminated or resign her employment having used unearned vacation credits, the Employer shall deduct unearned credits from any pay owing to that full time employee. The Employer is authorized and will require full time employees to provide specific

authorization for this repayment to be made via payroll deduction by the Employer.

- (g) Vacation cannot be taken in units less than one (1) day (minimum of 8 hours) at a time.
- (h) Regular full time employees may carry forward a maximum number of vacation hours equivalent to one (1) of the employee's normal weeks (as defined in Article 29) from one calendar year to the following calendar provided that the vacation time is completely taken before March 31st of the following calendar year.

21.02 Approved Leave of Absence during Vacation: Regular Full Time Employees

Where a regular full time employee's scheduled vacation is interrupted due to a serious illness, which requires the regular full time employee to be admitted as an in patient in a hospital the period of such hospitalization shall not be counted against the regular full time employee's vacation credits.

21.03 A regular full time employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation unless she leaves without giving two (2) weeks' notice of termination, in which case she shall only be entitled to vacation pay in accordance with the provisions of the *Employment Standards Act, 2000* unless the circumstances of notice are beyond the regular full time employee's control. For the purpose of this Article, a change of immediate employment shall not be considered beyond the regular full time employee's control unless otherwise agreed to by the Employer.

21.04 A regular full time employee entitled to vacation must take time off and shall not be allowed to receive pay in lieu of vacation.

21.05 The amount of vacation time with pay to which a regular full time employee on the active payroll of the Employer is eligible shall be determined as follows:

Period Worked	Hours of Vacation Time for Each Month of Service*	Vacation Pay
(a) Completed the probationary period, but has not completed a full year of continuous service as a regular full time	8 hour shift: accrue 6.7 hours (to a maximum of eighty (80) hours per calendar year)	Four (4) percent of the regular full time employee's regular straight time rate earned and paid to her

<p>employee on the active payroll of the Employer.</p>	<p>10 hours shift: accrue 6.7 hours (to a maximum of eighty (80) hours per calendar year)</p> <p>12 hour shift: accrue 7 hours (to a maximum of eighty-four (84) hours per calendar year)</p> <p>15 hour shift (RCW): accrue 7.5 hours (to a maximum of ninety (90) hours per calendar year)</p> <p>*Vacation time off shall only be granted after the regular full time employee has completed her probationary period.</p>	<p>during the previous calendar year as per current practice. (Vacation pay previously paid is excluded from this calculation.)</p>
<p>(b) Commencing on the first anniversary date of continuous service as a regular full time employee on the active payroll of the Employer.</p>	<p>8 hour shift: accrue 10 hours (to a maximum of one hundred and twenty (120) hours per calendar year)</p> <p>10 hour shift: accrue 10 hours (to a maximum of one hundred and twenty (120) hours per calendar year)</p> <p>12 hour shift: accrue 10.5 hours (to a maximum of one hundred and twenty-six (126) hours per calendar year)</p> <p>15 hour shift (RCW): accrue 11.25 hours (to a maximum of one hundred and thirty-five (135) hours per calendar year)</p>	<p>Six (6) percent of the regular full time employee's regular straight time rate earned and paid to her during the previous calendar year as per current practice. (Vacation pay previously paid is excluded from this calculation.)</p>
<p>(c) Commencing on the second anniversary date of continuous service as</p>	<p>8 hour shift: accrue 13.33 hours (to a maximum of one hundred and sixty</p>	<p>Eight (8) percent of the regular full time employee's regular straight</p>

<p>a regular full time employee on the active payroll of the Employer.</p>	<p>(160) hours per calendar year)</p> <p>10 hour shift: accrue 13.33 hours (to a maximum of one hundred and sixty (160) hours per calendar year)</p> <p>12 hour shift: accrue 14 hours (to a maximum of one hundred and sixty-eight (168) hours per calendar year)</p> <p>15 hour shift (RCW): accrue 15 hours (to a maximum of one hundred and eighty (180) hours per calendar year)</p>	<p>time hourly rate earned and paid to her during the previous calendar year as per current practice. (Vacation pay previously paid is excluded from this calculation.)</p>
<p>(d) Commencing on the thirteenth anniversary date of continuous service as a regular full time employee on the active payroll of the Employer and each successive anniversary date of continuous service.</p>	<p>8 hour shift: accrue 16.67 hours (to a maximum of two hundred hours per calendar year).</p> <p>10 hour shift: accrue 16.67 hours (to a maximum of two hundred hours per calendar year).</p> <p>12 hour shift: accrue 17.5 hours (to a maximum of two hundred and ten hours per calendar year).</p> <p>15 hour shift: accrue 18.75 hours (to a maximum of two hundred and twenty-five hours per calendar year).</p>	<p>Ten percent (10%) of the regular full time employee's regular straight time hourly rate earned and paid to her during the previous calendar year as per current practice. (Vacation pay previously paid is excluded from this calculation).</p>
<p>(e) Commencing on the twenty-first anniversary date of continuous service,</p>	<p>8 hour shift: accrue 20 hours (to a maximum of two hundred and forty</p>	<p>Twelve present (12%) of the regular full time employee's regular straight</p>

<p>full time employees on the active payroll of the Employer and each successive anniversary date of continuous service.</p>	<p>(240) hours per calendar year).</p> <p>10 hour shift: accrue 20 hours (to a maximum of two hundred and forty (240) hours per calendar year).</p> <p>12 hour shift: accrue 21 hours (to a maximum of two hundred and fifty two (252) hours per calendar year)</p> <p>15 hour shift: accrue 22.5 hours (to a maximum of two hundred and seventy (270) hours per calendar year).</p>	<p>time hourly rate earned and paid to her during the previous calendar year as per current practice. (Vacation pay previously paid is excluded from this calculation).</p>
<p>(f) If a regular full time employee is hired or a regular part time and/or relief employee posts into a regular full time position (i.e. on a permanent basis) prior to the fifteenth (15th) of the month she will accrue vacation hours for that month. If the regular full time employee is hired or a part time and/or relief employee posts into a full time position (i.e. on a permanent basis) after the fifteenth (15th) of the month, no vacation hours will accrue for that month. Regular full time employees who are offered and accept a regular part time or relief position shall, at the option of the Employer, be paid for or shall be authorized to take any outstanding vacation time prior to the date of commencement in the part time or relief position. A regular part time or relief employee who returns to a regular full time position after two years or more, shall commence accruing full time vacation time in accordance with 21.05 (a) above.</p>		
<p>(g) Notwithstanding Article 21.01 (h), a regular full time employee who is hired or a regular part time and/or relief employee who posts into a regular full time position (i.e. on a permanent basis) after July 1st may carry her accrued vacation time over only for the first three (3) months of the following calendar year.</p>		

21.06

Regular full time employees who are offered and accept a regular part time or relief position shall, at the option of the Employer, be paid for or

shall be authorized to take any outstanding vacation time prior to the date of commencement in the part time or relief position. A regular part time or relief employee who returns to a regular full time position after two years or more, shall commence accruing full time vacation time in accordance with 21.05 (a) above.

21.07 Regular part-time employees and relief employees who have worked 4160 hours shall be granted vacation pay at six percent (6%) of the employee's regular straight time earned and paid to her during the previous calendar year as per current practice for full-time employees. (Vacation pay previously paid is excluded from this calculation).

Regular part-time employees will accrue their vacation time based on regular scheduled hours of work."

Article 22 – Bereavement Leave

22.01 A regular full time employee and a regular part time employee who has completed her probationary period will be granted the following leave:

- (a) Up to seven (7) consecutive days off without loss of her regular straight time hourly rate of pay for regularly scheduled hours of work from the date of death up to and including the date of the funeral of a spouse, common law spouse, child, step-child, parent, step-parent, sibling and step-sibling. Regular part-time employees are entitled to three (3) consecutive days off without loss of her regular straight time hourly rate of pay for regularly scheduled hours of work from the date of death up to and including the date of the funeral.
- (b) Up to three (3) consecutive days off without loss of her regular straight time hourly rate of pay for regularly scheduled hours of work from the date of death up to and including the date of the funeral of a father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, step-grandchild or a grandparent.
- (c) Up to one (1) day off without loss of her regular straight time hourly rate of pay for scheduled hours of work on the date of the funeral of an aunt, uncle, niece or nephew (applies to regular full time employees only).

22.02 The eligible employee (regular full time or regular part time employee) is required to notify the Manager responsible for her Program as soon as possible following bereavement. The Employer reserves the right to request proof of death.

22.03 In recognition that Canada is diverse culturally and that certain religions require burial within twenty-four (24) hours, a regular full

time and part-time employee whose faith has this requirement shall be entitled to the full length of bereavement leave regardless of the date of the funeral.

- 22.04 In the event of a delayed internment or funeral service, one (1) of the above listed days may be reserved by the Employee to attend such service for up to six (6) months.**
- 22.05 If an Employee is required for religious reasons related to the death of a person identified in paragraphs 22.01 (a) or 22.01 (b) to be absent from work during any additional period then the Employer may grant an additional unpaid leave of absence at its discretion.**

Article 23 – Sick Leave

- 23.01 Paid sick leave for full time employees on the active payroll of the Employer shall be determined as follows:
- (a) Sick leave credits will only be advanced while the regular full time employee is on the active payroll of the Employer, unless otherwise required by law.
 - (b) A regular full time employee shall not accumulate sick leave until the completion of her probationary period as a regular full time employee.
 - (c) If a regular full time employee has completed her probationary period or a regular part time and/or casual employee posts into a regular full time position (i.e. on a permanent basis) prior to the fifteenth (15th) of the month she will be advanced sick leave credits for that month. If the regular full time employee has completed her probationary period or a regular part time and/or casual employee posts into a regular full time position (i.e. on a permanent basis) after the fifteenth (15th) of the month, she will not be advanced sick leave credits for that month.
 - (d) A regular full time employee who has completed her probationary period and is on the active payroll of the Employer as of January 1st will be advanced on January 1st and each succeeding year the seventy-six (76) hours sick leave credit noted herein.
 - (e) Subject to Article 23.01 (c), a regular full time employee who has completed her probationary period on or after January 1 will be advanced 5.33 hours sick leave credit for each month remaining in the calendar year in which she has completed her probationary period.

- (f) The annual sick leave credit of seventy-six (76) hours will apply solely to the calendar year in which it is advanced and will not be transferable or applicable to the next calendar year. Sick leave credits used will be deducted from the total credits advanced.

23.02 Any employee upon returning to work from sick leave, regardless of whether she qualifies for sick leave pay under this Article, may be requested to present a medical certificate from a duly qualified medical practitioner stating the reason for the absence, the length of absence and fitness to return to work, including the employee's restrictions and limitations, if any. Any employee returning from sick leave after an absence of four (4) days or more shall produce a medical certificate from a qualified medical practitioner stating the reason for the continued absence, length of the absence and the fitness to return to work, including the employee's restrictions on limitations, if any.

“Any employee who is requested/required by the Employer to produce a medical certificate from a duly qualified medical practitioner will be reimbursed for the cost of such certificate to a maximum of **twenty five (\$25)** per certificate, provided the employee provides proof of payment by her which is satisfactory to the Employer **to take effect on March 1, 2017.**”

23.03 An employee absenting herself on account of illness, regardless of whether she qualifies for sick leave pay under this Article must notify her immediate Supervisor or designate of illness a minimum of five (5) hours before the start of the shift. Failure to give the required notice may result in loss of pay for that day of absence.

23.03 (a) Leave for Family Illness

(a) In the case of illness of any employee's immediate family, meaning husband, wife, son, daughter, father or mother, who permanently reside with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his immediate supervisor, leave of pay up to three (3) days per annum, which leave shall be deducted from the employee's sick leave entitlement as provide under Article 23.

23.04 Any employee, regardless of whether she qualifies for sick leave pay under this Article, upon presenting a medical certificate from a duly qualified medical practitioner stating that she will be absent from work for a specific period of time shall continue to advise the Employer of her progress, reasons for continued absence, medical restrictions and any revisions to her return to work date on no less than a monthly basis. Such notification to the Employer shall be in the form of a medical certificate from a duly qualified medical practitioner.

- 23.05 For greater certainty, the Employer is entitled to request a clarification of the medical certificates after explaining why the medical certificate is insufficient and by specifying the information required.
- 23.06 Each day or partial day of leave under this Article shall also be deemed to be an "Emergency Leave" day of absence under the *Employment Standards Act*, 2000 as amended from time to time.

Article 24 – Kilometrage Allowance

- 24.01 If an employee is authorized and required to use her own vehicle for the Employer's business, the Employer shall pay an allowance based upon **forty-eight cents (0.48¢)** per kilometre.
- 24.02 It is understood and agreed that Union Stewards are not entitled to use the Employer's vehicles for Union business (as defined in Article 9) unless the use is authorized by her immediate Manager. It is further understood and agreed that Union Stewards are not entitled to any kilometrage allowance from the Employer in respect of Union business.
- 24.03 Any such kilometrage allowance authorized for the Employer's business shall be paid upon receipt of a travel expense form approved by the Employer. An employee shall not be authorized to use her vehicle for the Employer's business unless she has completed and submitted to the Employer a confirmation of a valid drivers licence and auto insurance coverage form indicating that she has at least \$1,000,000.00 public liability insurance. The cost of such insurance coverage is to be borne by the employee. Employees are encouraged to seek additional coverage. Proof of such insurance coverage must be updated at least annually no later than September 1.

Article 25 – Meal Allowance

- 25.01 The Employer shall reimburse an employee for meal costs incurred while providing services for clients in the following two (2) circumstances only:
- (a) Provided the employee accompanies a client to a restaurant and remains at the restaurant with the client during the meal and provided such activity has been pre-approved by the employee's supervisor; or
 - (b) Provided the employee is assigned by his or her supervisor to accompany a client to a scheduled appointment which exceeds four (4) hours in duration and which coincides with normally accepted meal periods;

- (i) Breakfast – up to \$10.00
- (ii) Lunch – up to \$15.00
- (iii) Supper – up to \$25.00

25.02 While on Employer business (e.g. seminars, courses), as pre-approved by the Manager responsible for the Employee's Program, the Employer shall reimburse the employee for meal costs at the following rates which are inclusive of the applicable tax and gratuities:

- (i) Breakfast – up to \$10.00
- (ii) Lunch – up to \$15.00
- (iii) Supper – up to \$25.00

25.03 The employee must submit receipts to the Employer before reimbursement. Under no circumstances will any alcoholic beverages be covered.

Article 26 – General

26.01 Agreements

The Employer and the Union shall share equally the cost of printing sufficient copies of this Agreement (**which shall be limited to 1.5 times the number of bargaining unit employees at the date of ratification**), **the Employer will make every endeavor to put an electronic copy of the collective agreement on their internal website or network.**

26.02 Daylight Savings Time and Standard Time

The amount of regular pay for a full normal shift worked shall **be adjusted to reflect** the change in the number of normal hours worked in consequence of change from Daylight Savings Time to Standard Time and vice versa.

26.03 Access to Personnel Files

(a) An employee may make a written request to view his or her personnel file. The Employer will arrange an appointment, outside of work hours, within five (5) working days of receiving that written request.

(b) Disciplinary Record

At the written request of the employee, any letter of reprimand or suspension, which does not involve abuse, or human rights violation, will be removed from the employee's personnel file after twenty-four (24) months worked from the imposition of the discipline, provided the

employee's record has been discipline free during this twenty-four (24) month period.

26.04 Employees must supply green patch CSA approved work boots and wear these boots at all times in the designated work areas:

- (a) It is acknowledged that due to their job responsibilities, regular full time maintenance employees need to replace work boots with some frequency. Accordingly, at the end of their first year of employment and at the end of each subsequent year, regular full time maintenance employees will be reimbursed for up to **one hundred and fifty dollars (\$150)** for approved work boots to be worn at work and purchased during that year. In order to receive payment, the employee must submit an original receipt for the purchased boots. **Effective March 1, 2017**
- (b) It is acknowledged that while other regular full time employees are required to wear work boots at all times in all designated work areas, their work boots do not need to be replaced with the same frequency. Accordingly, at the end of the first year of employment regular full time employees will be reimbursed for up to **one hundred dollars (\$100)** for approved work boots to be worn at work and purchased during that year. In order to receive payment, the employee must submit an original receipt for the purchased boots. Thereafter regular full time employees will be reimbursed for up to **one hundred dollars (\$100)** at the end of each subsequent two (2) year period for boots purchased during that time period. (The work boots must be worn at work and in order to receive payment, the employee must submit an original receipt for the purchased boots.) **Effective March 1, 2017**
- (c) It is acknowledged that while regular part time employees and relief employees who work in vocational programs are required to wear work boots at all times in all designated work areas, their work boots do not need to be replaced with the same frequency. Accordingly, at the end of the first year of employment regular part time employees and relief employees who work in vocational programs will be reimbursed for up to \$50.00 for approved work boots to be worn at work and purchased during that year. In order to receive payment, the employee must submit an original receipt for the purchased boots. Thereafter regular part time employees and relief employees who work in vocational programs will be reimbursed for up to \$50.00 at the end of each subsequent two (2) year period for boots purchased during that time period. (The work boots must be worn at work and in order to receive payment, the employee must submit an original receipt for the purchased boots.)

26.05 The Employer agrees that it will not contract out work normally performed by employees where such contracting out directly results in the layoff of employees.

Article 27 – Health and Welfare Benefits

27.01 The terms and conditions of the Master Plan and Policy with respect to the Benefit Plans (Industrial Alliance Policy #24479) referred to in Article 27.02 shall govern as to their administration, application and eligibility for payment of benefits. It is understood that this reflects the identity of the current carrier. For greater certainty, all eligibility criteria and all issues related to benefits are contained in the formal Industrial Alliance Policy #24479 which shall not be part of this Collective Agreement. The Employer’s liability is limited to paying its portion of the premium.

27.02 For regular full time employees, the responsibility for the payment of the monthly premiums for the following Benefit Plans is as follows:

Applicable Policy #24479 Classes	Employer Pays:	Employee Pays:
Class A, Div. 000: Regular full time employees who are Program Supervisors or Shift Supervisors	One hundred percent (100%) of the monthly premiums for the following Benefit Plans: Basic Group Life Insurance, Dependents Life Insurance, Extended Health Care, Dental Insurance (Two (2) year lag/9 month recall), Vision care (\$150.00/24 months).	
Class B, Div. 000: Regular full time employees who work thirty (30) hours or more per week	One hundred percent (100%) of the monthly premiums for the following Benefit Plans: Basic Group Life Insurance, Dependents Life Insurance, Extended Health Care, Dental Insurance (Two (2) year lag/9 month recall), Vision care (\$150.00/24 months).	

- 27.03 In addition, the terms and conditions of the Master Plan and Policy with respect to the Accident Insurance Benefit Plan for employees who sustain injuries while performing the normal and regular duties of her Occupation (see **ACE INA Insurance Policy Number OA10452401**) shall govern as to the administration, application and eligibility for payment of benefits. For greater certainty, all eligibility criteria and all issues related to benefits are contained in the formal **ACE INA Insurance Policy Number OA10452401**, which shall not be part of this Collective Agreement. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for the Accident Insurance Benefit Plan for employees and the Employer's liability is limited to same.
- 27.04 In the circumstances where the Employer is advised by its insurance carriers that the premium cost of the benefits will increase, the Employer agrees to advise the Union and meet with them to discuss methods of containing the proposed cost increases.
- 27.05 The Employer shall have the right to change the carriers provided the coverage is substantially the same. The Union will be notified of any such change.
- 27.06 Subject to Article 27.07, the Employer shall only continue to pay the above-noted employer-paid premium costs while the regular full time employee is on the active payroll of the Employer, unless otherwise required by law.
- 27.07 If the regular full time employee is on an authorized leave of absence due to illness or injury, the Employer will pay the employer-paid premium costs as set out in Article 27.02 necessary to provide benefit coverage until the end of
- (1) the second **full calendar** month following the commencement of a non-occupational absence
- or
- (2) the sixth month following the commencement of an occupational absence.
- 27.08 Long-term and short-term disability insurance shall cease by the end of the calendar year (2016). The Letter(s) of understanding Agreed to on March 25, 2014 shall remain in effect until the effective date of the cancellation of the said insurance.**

Article 28 – Compensation

- 28.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages set forth in Schedule “A” attached hereto.
- 28.02 When a new job classification covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay and notify the Local Union Representative within ten (10) calendar working days. If the Local Union Representative disagrees with the rate, she may request a meeting with the Employer. Such request will be made within ten (10) calendar days after the receipt of notice from the Employer of the establishment of a new classification. If the parties are unable to agree, the dispute concerning the rate of pay may be submitted to Arbitration as provided for in Article 11 within ten (10) calendar days of the date of the meeting.
- 28.03 It is agreed that the powers of the Arbitrator or Arbitration Board shall be limited to determining whether or not the rate bears a proper relationship to other classifications in the bargaining unit having regard to the requirements of the position.
- 28.04 The rate of pay for the new job shall remain in effect unless changed by mutual agreement of the parties or by the decision of the Arbitrator or Arbitration Board.

Article 29 – Hours of Work, Eating Periods and Overtime

- 29.01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules.
- 29.02 Gro u p “A” (Ma inte n an ce Em p loy e e s an d Ho use ke ep e rs)

The normal work week for Regular Full-Time Employees in Group “A” shall consist of forty (40) hours per week, **over the course of a seven (7) day rotational schedule (Saturday to Friday). The regular work day shall include a one-half (1/2) hour unpaid meal period. It is understood that in all cases, employees will have forty-eight (48) consecutive hours free from work over a two (2) week period. In addition, a shift premium of \$2.50 per hour for weekend work actually performed shall apply. Where an employee is unable to work on a weekend for which they are scheduled, the rate of pay for any sick leave for which they are eligible under the terms of this agreement shall be the regular rate of pay. For clarity, no premium pay shall be included for the purposes of calculating sick leave pay.**
- 29.03 Gro u p “B” (Sh if t Su p e rvisors – Day Program, Program Supervisors, Shift Supervisors, Counsellors (Regular Full-Time)

The normal work week and regular work day for Regular Full-Time Employees in Group "B" shall consist of:

(i) Shift Supervisors – Day Program

The normal work week for these Regular Full-Time Employees shall consist of forty (40) hours per week, Monday through Friday, and a regular work day shall be eight (8) hours per day inclusive of a one-half (½) hour paid meal period with an Employer provided meal. For greater certainty, employees must take the meal period in The Café on the Employer's premises. If circumstances require, the employee agrees to split the meal period into two (2) periods.

(ii) "10 h o u r s h i f t S h i f t S u p e r v i s o r s a n d C o u n s e l l o r s (Regular Full- Time)"

The normal work week for these Regular Full-Time Counsellors shall consist of rotating shifts of four (4) days a week for forty (40) hours per week, ten (10) hours per day, inclusive of a one-half (½) hour paid meal period with an Employer provided meal. For greater certainty, employees must take the meal period in their applicable Residence or in The Café on the Employer's premises. If circumstances require, the employee agrees to split the meal period into two (2) periods.

(iii) "12 h o u r s h i f t S h i f t S u p e r v i s o r s a n d C o u n s e l l o r s (Regular Full- Time)"

The normal work week for these Regular Full-Time Counsellors shall consist of rotating shifts of three (3) days in one (1) week and four (4) days in the next week for eighty-four (84) hours averaged over the two (2) week period. The regular work day shall be twelve (12) hours per day inclusive of two (2) one-half (½) hour paid meal periods, each with an Employer provided meal. For greater certainty, employees must take the meal period in their applicable Residence or in The Café on the Employer's premises. If circumstances require, the employee agrees to split each of the periods into two (2) periods.

(iv) "Program S u p e r v i s o r s a n d S h i f t S u p e r v i s o r s (RCW)"

The normal work week for Regular Full-Time Program Supervisors and Shift Supervisors (RCW) employees shall consist of three (3) consecutive twenty-four (24) hour periods in a seven (7) day period at the same Residence, inclusive of three (3) overnight asleep periods between the hours of 22:00 and 07:00 and applicable eating periods (each with an Employer provided meal). This three (3) shift period will rotate over the course of the shift schedule. In accordance with section 20(4) of Reg. 285/01 of the *Employment*

Standards Act, 2000, RCWs are paid for fifteen (15) hours at the applicable regular straight time hourly rate for each twenty-four (24) hour period.

29.04 Gro u p “C” (Ove rnigh t A wa ke)

The normal work week for Regular Full-Time Overnight Awake employees shall consist of rotating shifts of three (3) days per week or four (4) days per week depending on the Residence for eighty (80) or eighty-four (84) hours over a two (2) week period inclusive of a one-half (½) hour paid meal period. For greater certainty, employees must take the meal period in their applicable Residence. If circumstances require, the employee agrees to split the meal period into two (2) periods.

29.05 Gro u p “D” (Regu lar P art -Time Employees)

Regular Part-Time Employees shall normally work sixty (60) hours or less, averaged over a two (2) week period. An employee who is scheduled to work a shift that is more than five (5) hours shall be provided a one-half (½) hour paid meal period (and an Employer provided meal if same is generally available to other employees on the shift). For greater certainty, employees must take the meal period in their applicable Residence if required by the Employer. If circumstances require, the employee agrees to split the meal period into two (2) periods.

29.06 Gro u p “E” (Relief Employees)

The hours of work for relief employees shall be as required from time to time by the Employer. An employee who is scheduled to work a shift that is more than five (5) hours shall be provided a one-half (½) hour paid meal period (and an Employer provided meal if same is generally available to other employees on the shift being worked). For greater certainty, employees must take the meal period in their applicable Residence if required by the Employer. If circumstances require, the employee agrees to split the meal period into two (2) periods.

Overtime

29.07 Overtime shall be defined as time spent on the Employer’s business in excess of eighty-eight (88) hours averaged over each two (2) week pay period. **Consistent with this article the parties shall execute an “Agreement to Average Overtime” and all other documentation necessary under the Employment Standards Act, 2000, to give effect to Article 29.07.**

29.08 All overtime must be approved in advance by the Manager responsible before it is worked.

29.09 Where an employee has worked and accumulated approved overtime hours, such employee shall have the option of electing payment at the applicable overtime rate of one and one-half times (1½) the employee's regular straight time hourly rate or equivalent time off (i.e. time off shall be at one and one-half (1½) times). 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, or payment in accordance with the former option shall be made.

29.10 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment, if applicable.

Article 30 – Duration

30.01 The Agreement shall become effective as of the Date of Ratification and shall continue in effect up to and including **February 28, 2019**. If either party wishes to negotiate a renewal of this Agreement, that party must give notice to the other, not more than ninety (90) days prior to the expiry date, of its desire to enter into negotiations.

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

IN WITNESS WHEREOF each of the parties has caused the Agreement to be executed by their duly authorized officers or representatives as of the _____ day of _____, 2016.

FOR THE UNION

FOR THE EMPLOYER

SCHEDULE "A"
EFFECTIVE ON JANUARY 1 , 2016

	Start Rate	Step 1	Step 2	Step 3
Program & Shift Supervisors	22.72	22.89	23.06	23.23
Regular Full Time Counsellors	20.73	20.89	21.04	21.19
Regular Part Time Counsellors	20.04	20.18	20.32	20.47
Overnight Awake Counsellors	20.21	20.35	20.50	20.64
Shift Supervisor - Maintenance	22.82	23.01	23.20	23.40
Maintenance Staff	20.75	20.92	21.09	21.27
Shift Supervisor - Day Program	21.72	21.88	22.04	22.20
Housekeepers	17.22	17.35	17.49	17.62
Casual	19.53	19.66	19.80	19.94
Overnight Asleep Flat Rate	120.84			

Effective March 1, 2019 the Schedule "A" in effect on that date shall be amended to provide for a **twenty five (25 cents)** hourly wage increase to each classification and each Grid Step, **provided that if any new wage enhancement funding is paid to Agency during the term of this agreement, any such funding shall first be applied to this wage increase, unless the funder (MCSS) directs in writing that the monies were not intended for the use of an bargaining wage increase in this collective agreement.**

NOTES TO SCHEDULE "A"

Maintenance and Cleaning staff:

The following stipend shall be paid to Maintenance employees and Housekeepers who are actively in the employ of the Employer on the Date of Ratification by both parties. Such stipend will be paid on the first pay day of December 2016

\$300.00 less applicable deductions

Effective one (1) year from the Date of Ratification, Maintenance and Housekeeper employees who are actively in the employ of the Employer on that date shall be paid the following stipend. Such stipend will be paid on the first pay day of December 2017

\$300.00 less applicable deductions

Effective two (2) years from the Date of Ratification, Maintenance and Housekeeper employees who are actively in the employ of the Employer on that date shall be paid the following stipend. Such stipend will be paid on the first pay day of December 2018

\$300.00 less applicable deductions

Wages

First year: The Employer will provide a one-time lump sum stipend payable within thirty (30) days of ratification in the following amounts:

- a. Full-time staff- \$400 less applicable deductions**
- b. Part-time and Relief Staff - \$200 less applicable deductions**

The above is contingent upon ratification prior to March 31, 2016

1. Employees in the employ of the Employer on the Date of Ratification or on March 1, 2016, whichever is later, shall be placed in the appropriate Classification at the appropriate Wage Grid Step.
2. (a) Employees in the employ of the Employer on the Date of Ratification or on March 1, 2016, whichever is later, whose straight time hourly rate is greater than the top Wage Grid Step shall be paid the "Green Circled Rate" noted on the employee list tabled with the Union Negotiating Committee on **February 8, 2016**.
- (b) It is understood and agreed that the "New Green Circled Rate" shall only be paid to such employees so long as they continuously work in the

Classification in which they were "Green Circled" and their straight time hourly rate is greater than the top wage grid step for their classification. The "New Green Circled Rate" shall no longer be applicable to an employee who ceases to work in the Classification in which she was "Green Circled" and who subsequently returns to the same Classification.

3. An employee shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
4.
 - (a) Employees hired on or after the Date of Ratification or on March 1, 2016, whichever is later, shall be placed at the Start Rate of the Classification for which they are hired.
 - (b) Such employees shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
5.
 - (a) An employee (other, than an employee who is "Green Circled") who is transferred or assigned to a lower paid Classification shall be placed at the same Wage Grid Step in the lower paid Classification as she was in prior to the transfer or assignment.
 - (b) Hours worked by such employee in the Wage Grid Step she was in prior to the transfer or assignment to the lower paid Classification shall be credited once to the employee for the purpose of calculating the required 2080 hours worked in the Wage Grid Step of the lower paid Classification for advancement to the next Wage Grid Step. Thereafter advancement from the Wage Grid Steps of the lower paid Classification shall be based upon the completion of 2080 hours worked at each Wage Grid Step, except as required by law.
 - (c) If the employee who is transferred or assigned to the lower paid Classification was "Green Circled" immediately prior to the transfer or assignment, she shall be placed at the top Step of the Wage Grid for the lower paid Classification.
6.
 - (a) An employee (including an employee who is "Green Circled") who is promoted by way of a job posting to a higher paid Classification shall be placed at the Start Rate of the Wage Grid for the higher paid Classification.
 - (b) The date such employee commences to work in the higher paid Classification shall be used to calculate the required 2080 hours worked at the Start Rate for advancement to Step 1. Thereafter advancement through the Wage Grid shall be based upon the completion of 2080 hours worked at each Wage Grid Step, except as required by law.
7. An employee (including an employee who is "Green Circled") who is temporarily transferred or assigned to perform all the duties and responsibilities of a higher paid Classification for a period in excess of two (2) consecutive weeks shall be

placed at the Start Rate of the higher paid Classification for the term of the assignment or transfer. Hours worked in the temporary assignment shall be credited as if the employee remained in her previous Classification.

8. (a) The Overnight Asleep flat rate of pay represents compensation for four (4) hours of awake duties based upon the same hourly rate as the Overnight Awake Classification. The Employer in recognition of the asleep hours has provided, within the Start Rate, a stipend of forty (\$40) dollars.
- (b) The asleep hours are not counted for the purposes of seniority accrual (Article 12) sick leave credits (Article 23), Hours of Work (Article 29), Payment of Overtime (Article 29), nor for the purpose of hours worked at each Wage Grid Step for advancement through the Wage Grid.

LETTER OF UNDERSTANDING #1

Scheduling

B E T W E E N :

NEW LEAF: LIVING & LEARNING TOGETHER INC.

(herein called the "Employer")

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

(herein called the "Union")

The Employer shall post a work schedule, which may be subject to change as necessary, two (2) weeks in advance of the period scheduled. **An employee whose shift schedule is changed less than 72 hours in advance of his or her scheduled shift shall be notified verbally (by phone or in person) prior to the start of said shifts. For clarity, shift schedule refers only to the timing of shifts and not the location of said shifts. The Employer shall make reasonable efforts to notify the supervisor on duty at a work location affected by a change in staffing prior to any such change.**

Dated at Queensville, Ontario this _____ day of _____, 2016.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #2

Residential Care Workers

B E T W E E N :

NEW LEAF: LIVING & LEARNING TOGETHER INC.

(herein called the “Employer”)

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

(herein called the “Union”)

This will confirm the understanding of the parties reached during the negotiations for the Collective Agreement which expires February 28, 2016 with respect to the following matter:

The parties agree that the Employer currently employs **four (4)** Program Supervisors or Shift Supervisors who function as Residential Care Workers (“RCWs”) within the meaning of the *Employment Standards Act, 2000* (“ESA, 2000”). Specifically:

1. the RCWs care for and supervise people with developmental disabilities;
2. the RCWs work in a home-like residential dwelling; and
3. the RCWs reside in the dwelling during work period.

As set out in Article 29.03 (“Hours of Work, Eating Periods and Overtime”), the normal work week for Regular Full time RCW employees shall consist of three (3) consecutive twenty-four (24) hours periods in a seven (7) day period at the same Residence, inclusive of three (3) overnight asleep periods between the hours of 22:00 and 07:00 and applicable eating periods. This three (3) shift period will rotate over the course of the shift schedule. In accordance with section 20(4) of Reg. 285/01 of the *ESA, 2000*, RCWs are paid for fifteen (15) hours at the applicable regular straight time hourly rate for each twenty-four (24) period. The parties further acknowledge that Parts VII (Hours of Work and Eating Periods) and VIII (Overtime Pay) of the *ESA, 2000* do not apply to or in respect of a RCW, nor do the Overtime provisions contained in Article 29 of the Collective Agreement.

IN ADDITION, over and above the RCWs’ regular wages, the Employer agrees to provide the RCWs with an “Overnight Premium” if the RCW remains in the residence for the overnight asleep period. The parties confirm that this Overnight Premium is provided even though the RCWs are asleep in the home and that work is deemed not to be performed pursuant to section 22 of the *ESA, 2000* Reg. 285/01. The parties agree that the Overnight Premium will be a flat amount of **\$80.00** (less applicable statutory deductions) per overnight asleep period. The overnight asleep period is 22:00 hours to

07:00 hours. The parties further agree that the Overnight Premium will not be factored into the calculation of:

1. a RCW's Holiday Pay as defined in Article 20.03;
2. the hours worked if the RCW works on a Paid Holiday as set out in Article 20.04;
3. a RCW's Vacation Pay as defined in Article 21.05 after the employee surpasses her first anniversary date of continuous service as a regular full time employee on the active payroll of the Employer;
4. any remuneration that becomes payable to a RCW under the Bereavement Leave provisions (Article 22);
5. "salary paid and earned" for the purposes of Group RRSP contributions;
6. the hours worked for the purposes of seniority;
7. scheduled hours of work; and
8. for purposes of hours worked at each wage grid step.

Dated at Queensville, Ontario, this _____ day of _____ **2016.**

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #3

Accident Insurance Benefit Plan Coverage for Regular Part-time and Relief Employees

B E T W E E N :

NEW LEAF: LIVING & LEARNING TOGETHER INC.

(herein called the "Employer")

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

(herein called the "Union")

This will confirm the understanding of the parties reached during the negotiations for the Collective Agreement which expires February 28, 2016 with respect to the following matter:

The Employer shall continue to provide Accident Insurance Benefit Plan for regular part time and relief employees as defined in this Collective Agreement who sustain injuries while performing the normal and regular duties of her Occupation.

For greater certainty, the terms and conditions of the Master Plan and Policy (**ACE INA Insurance Policy Number OA10452401**) shall govern as to the administration, application and eligibility for payment of benefits. Accordingly, all eligibility criteria and all issues related to benefits are contained in the formal **ACE INA Insurance Policy Number OA10452401**, which shall not be part of this Collective Agreement. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for the Accident Insurance Benefit Plan for these employees and the Employer's liability is limited to same.

Dated at Queensville, Ontario, this _____ day of _____, **2016.**

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #4

***Group Registered Retirement Savings Plan (R.R.S.P.)
For Eligible Regular Full-Time Employees***

B E T W E E N :

NEW LEAF: LIVING & LEARNING TOGETHER INC.

(herein called the "Employer")

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

(herein called the "Union")

This will confirm the understanding of the parties reached during the negotiations for the Collective Agreement which expires February 28, 2019 with respect to the following matter:

The Employer shall continue to provide a Group RRSP for eligible regular full time employees in accordance with its established policy and will match the employee's contribution to the plan up to a maximum of five (5) percent of the employee's total salary earned and paid to her during the calendar year.

The Employer will continue to make regular contributions to the employee's R.R.S.P. during the life of this Collective Agreement provided the employee continues to make her own regular contributions to her plan.

Employees, upon completion of their probationary period, must notify the Employer in writing of their desire to enrol in the Group RRSP. If an employee decides not to enrol in the Group RRSP upon completion of her probationary period, such employee must sign a waiver to that effect and will not be permitted to enrol in the Group RRSP until the commencement of the fiscal year next following (i.e. April 1). Further, employees who are already enrolled in the Group RRSP who decide during the year to notify the Employer in writing of their desire to opt out of the Group RRSP must also sign a waiver to that effect. Such employees will not be permitted to re-enrol in the Group RRSP until the commencement of the fiscal year next following (i.e. April 1). The Employer will provide written notification to all employees of these options each year.

Dated at Queensville, Ontario, this _____ day of _____, **2016.**

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #7

Video Surveillance in the Workplace

B E T W E E N :

NEW LEAF: LIVING & LEARNING TOGETHER INC.

(herein called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 1 CANADA

(herein called the "Union")

This will confirm the understanding of the parties reached during the negotiations for the Collective Agreement which expires February 28, 2019 **regarding the use of video surveillance in the workplace:**

- 1. The Employer may install video surveillance in any workplace.**
- 2. Prior to the installation of the video surveillance the Employer will within a reasonable time frame:**
 - a) Inform the Union**
 - b) Inform the employees in the workplace**
 - c) Post in a common area visible to all employees for the duration of the surveillance.**
- 3. The Employer will keep the videos in a secure location accessible to only the Executive Director or permitted management designate.**
- 4. Video cameras will not be installed in washrooms.**

Dated at Queensville, Ontario, this _____ day of _____, 2016.

FOR THE UNION

FOR THE EMPLOYER
