

# Collective Agreement

-between-

AbleLiving Services (Binbrook)



-and-



Canadian Union of Public Employees  
and its Local 3943

April 1, 2019 – March 31, 2023

# Table of Contents

|  |    |
|--|----|
| ARTICLE 1 - PURPOSE.....                                 | 3  |
| ARTICLE 2 - RECOGNITION OF UNION.....                    | 3  |
| ARTICLE 3 - UNION DUES .....                             | 5  |
| ARTICLE 4 - MANAGEMENT RIGHTS.....                       | 6  |
| ARTICLE 5 - STRIKES AND LOCKOUTS .....                   | 7  |
| ARTICLE 6 - GRIEVANCES AND ARBITRATION .....             | 7  |
| ARTICLE 7 - SENIORITY .....                              | 12 |
| ARTICLE 8 - TRANSFERS OR PROMOTIONS .....                | 16 |
| ARTICLE 9 - HOURS OF WORK .....                          | 19 |
| ARTICLE 10 - OVERTIME .....                              | 21 |
| ARTICLE 11 - WELFARE BENEFITS .....                      | 21 |
| ARTICLE 12 - PAID HOLIDAYS .....                         | 22 |
| ARTICLE 13 - VACATIONS WITH PAY .....                    | 24 |
| ARTICLE 14 - LEAVE OF ABSENCE.....                       | 28 |
| ARTICLE 15 - LABOUR MANAGEMENT BARGAINING RELATIONS..... | 34 |
| ARTICLE 16 - HEALTH AND SAFETY COMMITTEE.....            | 35 |
| ARTICLE 17 - BULLETIN BOARDS.....                        | 38 |
| ARTICLE 18 - GENERAL PROVISIONS .....                    | 38 |
| ARTICLE 19 - SICK LEAVE PROVISIONS .....                 | 41 |
| ARTICLE 20 - NEW CLASSIFICATION .....                    | 43 |
| ARTICLE 21 - KILOMETRE ALLOWANCE.....                    | 43 |
| ARTICLE 22 - DRIVER LEAD HAND .....                      | 44 |
| ARTICLE 23 - PREMIUMS.....                               | 44 |
| ARTICLE 24 - CLOTHING ALLOWANCE .....                    | 45 |
| ARTICLE 25 - PENSIONS .....                              | 45 |
| ARTICLE 26 – LABOUR MANAGEMENT COMMITTEE .....           | 45 |
| ARTICLE 27 - DURATION OF AGREEMENT .....                 | 46 |
| Appendix "A" – Wage Schedules .....                      | 46 |
| Letter of Understanding #1 .....                         | 48 |
| Letter of Understanding #2 .....                         | 49 |
| Letter of Understanding #3 .....                         | 50 |
| Letter of Understanding #4 .....                         | 51 |
| Letter of Intent #1.....                                 | 53 |

AbleLiving Services (Binbrook)  
(hereinafter referred to as the "Employer")  
Party of the First Part

-and-

The Canadian Union of Public Employees and its Local 3943  
(hereinafter referred to as the "Union")  
Party of the Second Part

### **ARTICLE 1 - PURPOSE**

**1.01** The general purpose of this Agreement is to continue mutually satisfactory relations between the Employer and the employees, to provide machinery for the prompt disposition of alleged grievances and to set forth the provisions covering working conditions, hours of work and wages for all employees represented by the Union.

### **ARTICLE 2 - RECOGNITION OF UNION**

**2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of AbleLiving Services, employed in Binbrook save and except Supervisors, persons above the rank of Supervisors, professional medical staff, registered nurses, physiotherapists, students employed during the summer vacation period, students employed under a co-operative training program, students working under a special grant from a government program professional and medical staff, and office staff and clerical staff.

**2.02** Whenever the words referring to masculine gender are used herein, such as "he", "his" or "him" the same shall include and cover females and males.

**2.03** The term "employee" or "employees" as used in this Agreement shall mean only such persons as are included in the above defined bargaining unit.

#### **2.04 Definitions of Employees**

- a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work seventy-five (75) hours bi-weekly, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works less than sixty-five (65) hours biweekly, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

## **2.05 Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform any duties which are normally performed by employees who are covered by this Agreement, which would directly cause or result in the layoff of regularly scheduled hours of work of an employee in the bargaining unit.

It is understood that this clause shall not be used for the purpose of bypassing the call-in procedure or to avoid overtime.

This Article shall not prevent clients or their designate from making arrangements for private care providers or publicly funded service delivery (e.g. VON), private duty or companion care. Such service(s) is between the client and/or designate and the provider and shall not be viewed as a violation of the Collective Agreement.

It is understood that volunteers are an integral part of client life and that it is not the intent of the Employer to use volunteers to replace bargaining unit workers.

## **2.06 The Union and Employer agree that:**

- a) The Employer and the Union agree that there will be no discrimination, interference, restitution or coercion exercised or practiced by either party hereto or by any representative of either party with respect to any employee because of his or her membership or non-membership in the Union.

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

- b) There will be no solicitation for membership, collection of dues or Union activity for any purpose on the Employer's premises except with the written permission of the Employer.
- c) The Union shall not distribute or cause to be distributed or posted any handbills, pamphlets, Union publications or the like on the Employer's premises except as permitted by the Employer.

## **2.07 No Other Agreements**

The Employer shall not bargain with or enter into any agreement amending or conflicting with any of the provisions of this Agreement with an employee or group of employees in the bargaining unit.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

**2.08** The Employer will provide to the Union a list of all the employees' names, home mailing addresses, telephone/cell numbers and any other available telephone numbers by March 31 of each year.

**2.09 Notification of New Hires**

The Union shall be notified of the full name, position and employment status (e.g. Full-time, part-time, temporary, seasonal, casual) start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

**ARTICLE 3 - UNION DUES**

**3.01** The Employer shall deduct from each employee, included in the bargaining unit, an amount equal to the normal monthly dues for all such employees who have completed their thirty (30) days of employment.

**3.02** Deductions shall be made from the first and second payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of that month. The Union agrees to keep the Employer harmless and indemnified from any claim against it by an employee which arises out of any deduction under this Article.

**3.03** At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

**3.04** The Treasurer of the Union shall notify the Employer, by letter, of the monthly amount of such dues and any changes therein.

**3.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union membership and dues check-off. It is further agreed that at the time of hire, such employees will be provided with a copy of the basic Agreement. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of ten (10) minutes for the purpose of advising the employee about the Union. The interview may be arranged individually or collectively and shall be at a time and place set by the Employer and shall occur during the employee's probationary period.

**3.06** Both parties agree to keep the other advised of the names and addresses of the appropriate officers as set herein, from time to time as changes occur.

**3.07** The Employer, when forwarding Union Dues, will submit a list indicating the names and addresses of those employees for whom deductions have been made as well as

the names and dates of hire of these employees hired in the preceding month with a copy forwarded to the Union Chair.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Union acknowledges and recognizes that the management of AbleLiving Services (Binbrook) and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, assign, retire persons in accordance with the *Human Rights Code*, transfer, lay-off, recall, promote, demote, classify, assign duties, direct, and discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim that an employee who has completed his probationary period has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of work, work assignments, methods of doing the work and the working establishment for any service;
  - d) Determine the number of personnel required, service to be performed and the methods, procedures and equipment to be used in connection therewith;
  - e) Make, enforce and alter from time to time rules and regulations to be observed by employees;
  - f) It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of the Agreement.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

**5.01** The Union, its members and employees shall not cause, direct or consent to any strike, or other cessation of work, refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees to restrict or limit the operations of the Employer during the term of this Agreement. Nothing herein interferes with the right of an employee to refuse to work in accordance with the provisions of the *Occupational Health and Safety Act* subject to any regulations thereunder or other statutes.

**5.02** The Employer shall not cause or direct any lockout including the closing of a place of employment, a suspension of work or a refusal to continue to employ a number of employees with a view to compel or induce employees to refrain from exercising any rights or privileges under the *Ontario Labour Relations Act* or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the Employer, the Union or the employees during the term of this Agreement.

## **ARTICLE 6 - GRIEVANCES AND ARBITRATION**

**6.01** a) The Employer acknowledges the right of the Union to appoint or elect:

- i) a Chief Steward
- ii) four (4) stewards

Employees so selected to represent the Union shall at the time of their appointment have at least three (3) months of service with the Employer.

b) The Union acknowledges that the Chief Steward, Stewards and alternative Stewards must continue to perform their regular duties as set by the Employer. When the legitimate business of the Chief Steward, Steward or alternative Steward requires her or him to leave her or his work station, she or he shall first receive permission from her or his supervisor. Such permission shall not be unreasonably withheld.

**6.02** The Union shall notify the Employer in writing of the name of each Steward and the Division he represents, and the name of the Chief Steward before the Employer shall be required to recognize them.

**6.03** The duty of the Stewards shall be to assist employees which the Steward represents in preparing and presenting grievances to the Employer in accordance with the grievance procedure herein.

**6.04** The Employer agrees to recognize a Grievance Committee appointed by the Union and composed of two (2) Stewards and a representative of the Canadian Union of Public Employees.

**6.05** **Step 1:** Any employee who believes that he has a justifiable grievance shall so inform his Supervisor, and a meeting shall be arranged within five (5) working days following the request to meet, between the Supervisor and the employee and the Steward to discuss the grievance.

The Supervisor shall deliver his answer to the employee within seven (7) working days following the day on which the meeting was held.

Grievances not settled this way may be referred to Step 2.

**6.06** **Step 2:** Referral to Step 2 must be given by the Union within five (5) working days following a decision in Step 1. Such referral shall consist of a written grievance signed by the employee and his Steward, and shall be submitted to the Coordinator of the department.

The nature of the grievance, the redress sought and the provisions of the Agreement which are alleged to have been violated shall be set out in the grievance in the prescribed form.

The Coordinator and one (1) other representative of the Employer will meet with the Steward and grievor forthwith. The Employer shall render a decision in writing within seven (7) working days from the date of the meeting.

**6.07** **Step 3:** Referral to Step 3 must be given by the Chief Steward or his designate five (5) working days following the decision under Step 2 whereby the Chief Steward or his designate shall submit the written grievance to the Chief Executive Officer.

The Director so designated and one (1) other representative of the Employer will meet with the Grievance Committee forthwith and review the grievance. A decision in writing shall be given by the Director or his designate within seven (7) working days after the date of such meeting.

**6.08** a) An employee, other than a probationary employee, who has been terminated or notified of his termination may submit a grievance directly to Step 2, in accordance with the provisions of clause 6.07.

b) The discharge of an employee who has not completed his or her probationary period shall be at the discretion of the Employer, provided that such discharge does not constitute a violation of the *Ontario Human Rights Code*.



**6.09** Grievances must be presented in writing within ten (10) working days from the date of the incident giving rise to grievance, or from the time the incident giving rise to the grievance ought reasonably be known to have arisen.

**6.10 Discharge**

When an employee who has completed her or his probationary period is discharged grieves, the grievance shall be initiated at Step 2 of the grievance procedure.

**Group**

Where a number of employees have similar grievances with similar remedies and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Director or designate. The grievance shall then be treated as being initiated at step number two (2) and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

**Policy**

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or ought reasonably to have been known to have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby be bypassed.

**6.11** The grievance procedure may be invoked by the Employer. Such grievance may be initiated at Step 3 of the procedure by filing with the Chairman of the Grievance Committee. For such purposes, the provisions of the Article 6 will be read and construed with necessary changes.

**6.12** In the event the Union and the Employer agree to a mediator, the costs of the mediator shall be borne equally by the Union and the Employer.

**6.13** A grievance that has not been properly processed through the Grievance Procedure may not be referred to arbitration.

## **Arbitration**

### **6.14 Composition of Board of Arbitration**

- a) Grievances not adjusted in Step 3 relating to the interpretation, application and administration or alleged violation of this Agreement, including the question as to whether a matter is arbitrable, may be referred to a Board of Arbitration by notice addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board and specifying the agreement clauses involved. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two nominees shall then meet to select an impartial chairman. If no written request for arbitration is received within ten (10) days from the date of the decision in Step 3 above, the grievance shall be deemed to have been settled and may not be processed further.

No person may be appointed as a representative who has participated in prior efforts to settle the grievance to be arbitrated.

- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration whenever possible. Therefore, notwithstanding, Article 6.14(a) above, the parties may upon mutual agreement engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request. The costs of the mediator and his/her expenses will be shared equally by the parties.
- c) The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions and any costs of the place of hearing of such arbitration if and when the necessity arises (as per Article 6.19.2).

### **6.15 Failure to Appoint**

If the recipient of the notice fails to appoint a nominee, or if the two appointees fail to agree upon a chairman within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

- 6.16** The arbitration board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The board may nevertheless decide whether or not retroactive wages are payable because an employee has been deprived of wages as a result of a violation of the Agreement by the Employer and, where such violation involves disciplinary action

should be modified if in the opinion of the board the extent of the discipline is unreasonable in relation to the offence. (The board may not award retroactive pay for a period in excess of sixty [60] calendar days immediately preceding the date of the written statement of the grievance provided a Step 1 of the grievance procedure).

**6.17** The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employees. In the event there is no majority decision the decision of the Chairman shall be the decision of the board.

**6.18 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the board to clarify the decision, which it shall do within five (5) days.

**6.19 Expense of the Board**

Each party shall pay:

1. The fees and expenses of the nominee it appoints;
2. One-half (1/2) of the fees and expenses of the Chairman.

**6.20 Amending Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties.

**6.21 Time Limits**

All time limits referred to in the Grievance Procedure and the Arbitration Procedure shall be construed as mandatory and failure to comply with any time limits shall be deemed an abandonment of the grievance by the employee or Union or denial of the grievance by the Employer as the case may be.

Notwithstanding the foregoing, the parties may mutually agree to waive or extend any of the time limits established in the procedures. However, any such agreement shall be in writing and acknowledged by the parties.

**6.22** For the purpose of this Article, the words "working days" shall not include Saturday, Sunday, or paid holidays.

## **ARTICLE 7 - SENIORITY**

- 7.01** a) Seniority shall be defined, for employees within the full-time bargaining unit, as years of active and continuous service with the Employer since date of last hire.
- b) For part-time employees, a year's seniority shall be calculated on the basis of 1950 hours paid. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be a calendar year.
- 7.02** The probationary period shall be three hundred and seventy-five (375) hours worked for full-time and part-time employees. The probationary period may be extended by mutual agreement between the parties. The Employer will advise the Union why it wishes to extend the probationary period. If retained after the probationary period, each employee's seniority will be dated from the date of last hire.
- 7.03** a) The Employer will, keep separate and up to date full-time and part-time seniority lists and revise same annually.
- b) Employees will be allowed fifteen (15) calendar days after posting of the initial revised seniority lists to challenge their individual credit or ranking on the seniority list, failing which the list will be deemed to be accurate.
- 7.04** a) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
- i) when on a leave of absence with pay;
  - ii) when on an approved leave of absence with or without pay, not exceeding sixty (60) continuous working days;
  - iii) when in receipt of sick leave or disability benefits;
  - iv) when in receipt of Workers' Compensation;
  - v) when on pregnancy/parental leave to a maximum of the period of leave, or as required by applicable legislation;
  - vi) when on layoff not exceeding sixty (60) continuous working days.
- b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
- i) when on an approved leave of absence without pay exceeding sixty (60) continuous working days;
  - ii) when absent on account of accident or illness and not in receipt of sick leave credits.

**7.05** Seniority and employment shall be terminated when an employee:

- a) resigns;
- b) is discharged;
- c) is laid off for lack of work - subject to provisions of 7.10;
- d) is absent due to a disability for a period exceeding the limits set forth in 7.10 relating to length of service and recall entitlement;
- e) is absent for more than three (3) working days without notifying his Supervisor;
- f) is absent for more than five (5) working days without a justifiable reason;
- g) fails to report to work upon the expiration of any leave of absence granted to him;
- h) in the event of recall from lay-off fails to report to work within ten (10) working days after being instructed to report by mailing to him a registered notice to his last known address listed with Employer;
- i) is absent from work in excess of twenty-four (24) months due to illness, accident or WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the *Ontario Human Rights Code*.

**7.06** No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is permanently transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit but, will not accumulate any further seniority. If such an employee returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

## **Layoff**

### **7.07 Full-time Employees**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

### **7.08 Full-time Employees Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify the Union and the employees who are to be permanently laid off thirty (30) calendar days prior to the effective date of lay off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available. Any displacement (bumping) according to the terms of the Collective Agreement shall be made within seven (7) days of an employee being notified of the layoff.

Notwithstanding the foregoing, in the event that the displacement by the initial employee may result in the displaced employee having the right to lay off a more junior employee according to the foregoing, then the Employer may post the initial notice of layoff on the bulletin board as provided in Article 17, and the said notice to the first employee shall be deemed to be notice to each affected employee and the displacement (bumping) according to the terms of the Collective Agreement for all employees shall be completed within seven (7) days following the posted notice.

- 7.09** a) In the event that reduction of the work force is required, the Employer agrees to lay off employees in reverse order of seniority provided that in the opinion of management which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, employees who remain on the basis of seniority are qualified to do work available.

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

- i) Accept the layoff, or
- ii) Displace an employee who is the most junior in the bargaining unit who has scheduled hours less than or equal to the employee being laid off.

For the purpose of the operation of the above, a part-time employee shall not have the right to displace a full-time employee.

- b) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority, provided she has the ability and qualifications as required to perform the work. In determining the ability and qualifications to perform the work, the Employer shall not act in an arbitrary manner.
- c) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision or have been found unable to perform the work available.
- d) It is the responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second day following the date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- e) Employees on lay off or notice of lay off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to

accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

**7.10** When an employee other than a probationary employee has been laid off, he shall be entitled to recall according to 7.11 for a period of two (2) years from the date of lay off.

**7.11** An employee other than probationary employees shall be recalled in reverse order of lay off provided that such employee is qualified and able to do the work to which he is assigned.

**7.12 Job Postings**

a) The Employer will post notice of such vacancy or any newly created position for seven (7) calendar days on the two (2) Union bulletin boards prior to making an appointment to any such position in order that any unit employee may apply. A copy of such notice shall be sent to the Chief Steward. The notice shall contain the nature and number of the position(s), hours of work, wage and necessary qualifications. The name of the successful applicant will be posted by the Employer. If no qualified employee applies, the Employer may hire a new employee.

Since the duties of the Personal Attendants – Outreach Program will be predominantly carried on outside of AbleLiving great emphasis will be put on qualifications such as the demonstrated ability to self-direct and self-motivate, a proven good work attendance record and the ability to work flexible hours, seven days a week amongst other things.

b) If a vacancy which the Employer has deemed necessary to be filled has been posted pursuant to 7.12(a) and if no appointment has been made following thirty (30) days after the posting, the Employer will advise the Chief Steward of the status of the posting.

c) When an employee will be absent on vacation and/or a leave of absence, the employee may advise her Manager, in writing, and no more than seven (7) days prior to the beginning of the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the Manager.

**7.13** A temporary vacancy is a vacancy expected to exceed five (5) calendar weeks. In the event the Employer has determined it necessary to fill the temporary vacancy,

the temporary vacancy shall be posted in accordance with this Collective Agreement. Upon the return of the employee from her absence, she shall have the right to return to her former position if it exists. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to five (5) weeks duration as the Employer may deem appropriate.

#### **7.14 Union Notification**

The Union shall be notified of all unionized appointments, hiring's, layoffs, recalls and terminations of employment. Notice of such appointments shall also be posted. The union shall be supplied a copy of each posting.

#### **7.15 Days off**

Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday, save and except night shift which shall be Friday and Saturday nights inclusive.

#### **7.16 Master Schedule**

The hours of work of each employee shall be posted in an appropriate place at least six (6) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The union shall receive a copy of the said schedules on request.

### **ARTICLE 8 - TRANSFERS OR PROMOTIONS**

**8.01** In all cases of transfer or promotion, the following factors shall be considered:

- a) skill, ability and experience;
- b) seniority;

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.



## **Transfers of Part-Time Employees to Full-Time Bargaining Unit**

**8.02** Qualified part-time employees may bid for posted vacancies in the full-time unit.

Where no qualified full-time employee applies, part-time applicants will be given preference for the position over non-employee candidates provided the part-time applicant is qualified to do the work.

For greater clarity, in all cases of transfer or promotion for which no full-time employee applies, the following factors shall be considered amongst competing qualified part-time applicants:

- a) skill, ability and experience;
- b) seniority;

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

### **8.03 Assessment Period**

- a) At the time of transfer to a different classification, the successful applicant will be allowed one hundred eighty-seven (187) worked hours during which he will be assessed for his suitability for the new position.
- b) In the event within that period, either the Employer or the employee determines that the new position is unsuitable to them then, either on request of the employee or in the discretion of the Employer, the employee will be reinstated to their former position and wage rate. Any other employee affected by the reassignment will revert to his former position and wage rate.

8.04 Notwithstanding Article 7, in the event a fulltime employee chooses to apply for a posted vacancy in the part-time bargaining unit. It is understood that a full-time employee who transfers to the part-time bargaining unit will thereafter enjoy seniority in the part-time bargaining unit only together with the rights and benefits incidental to that bargaining unit.

At the time of transfer, he will be credited with seniority on the formula that one (1) year of seniority in the full-time bargaining unit is equivalent to nineteen hundred and fifty (1950) hours worked in the part-time bargaining unit. Additionally, he will be credited with hours worked since completion of his last year of service.

## Seniority Credit on Transfer to the Full-Time Bargaining Unit

### 8.04 Seniority

- a) For the purposes of calculating seniority of part-time employees who are transferred to the full-time bargaining unit nineteen hundred fifty (1950) hours worked is equivalent to one year of seniority.
- b) i) Upon transfer, a part-time employee's seniority for application in the full-time unit will be calculated in years using the following formula in accordance with Article 8.04(a):

$$\frac{\text{Number of Hours Worked Since Date of last Hire}}{1950} = \text{Years of Seniority}$$

- ii) The remainder of hours worked over and above 1950 or a multiple of 1950, if any, will be carried forward until when taken together with additional hours worked after his transfer date, he has completed a full nineteen hundred and fifty (1950) hours worked.
- iii) His seniority date will then be confirmed as that date in the year upon which he completed his nineteen hundred and fiftieth (1950th) hour but in that year which predates the current year by his equivalent years of service.
- iv) Example:

| Part-time Employee "A"        |                      |                                  |                                      |
|-------------------------------|----------------------|----------------------------------|--------------------------------------|
| Date Transferred to Full-time | Hours Worked to Date | Equivalent Service in Full Years | Plus, Remainder of Hours Transferred |
| August 15, 1987               | 7, 792.5 hours       | 3 Years                          | 1942.5 hours                         |

On August 16, 1987 A completes an additional 7.5 hours worked thereby completing the equivalent of four (4) years' service (i.e. 3 years + 1,942.5 hours + 7.5 hours)

The day of the month on which the employee reaches four (4) years' service, here August 16, becomes the bargaining unit seniority date, on the calendar year in the preceding 4<sup>th</sup> calendar year, here 1983. The seniority date therefore is August 16, 1983.

## **Vacation Credit on Transfer to Full-Time Bargaining Unit**

- 8.05** a) A part-time employee's years of service for the purposes of vacation entitlement after transfer to the full-time bargaining unit will be determined in accordance with the same formula as set out in Article 8.04.
- b) It is understood, however, that a part-time employee, on transfer, will as yet have earned no accumulated vacation credits since he will have received lieu pay for all past service. He will commence earning vacation entitlement from the time of transfer.

## **Benefit Credit on Transfer to Full-Time Bargaining Unit**

- 8.06** A part-time employee on transfer to the full-time bargaining unit will be treated as a new hire with respect to qualifications and eligibility for Health and Welfare benefits.

## **ARTICLE 9 - HOURS OF WORK**

### **9.01 (applies to all full-time employees)**

- a) The following is intended to define the regular hours of work for employees but shall not be interpreted as a limitation of or guarantee of hours of work per day or per week, or days of work per week.
- b) The regular work shift shall be seven and one half (7 ½) working hours per day exclusive of meal periods and seventy-five (75) hours bi-weekly exclusive of meal periods, with the exception of the night shift which may be eight (8) hours inclusive of the meal period (80 hours).
- c) Reporting pay - If an employee reports for work at the regularly scheduled time for his/her shift and this shift is equal to or greater than 3 hours and no work is available, such employee will be entitled to a minimum of 3 hours pay at the employee's regular rate provided that the employee has not been previously notified by the Employer not to report, including by message left at the employee's telephone number on file with the Employer. It is understood that if requested by the Employer, the employee shall perform a minimum of 3 hours of such available work as the Employer may assign. This article shall not apply in case of emergency which disrupts the operation of the Employer or in case of matters beyond the control of the Employer and shall not apply to employees returning to work without notice to the Employer after an absence.
- d) For overtime pay:
- i) the standard shifts in Personal Attendants and Laundry Workers shall be:

Day shift - a 7 ½ hour period between 0600 and 1530 hours

Afternoon shift - a 7 ½ hour period between 1300 and 2400 hours

Night shift - an 8-hour period between 2200 and 0800. The Night shift may be reduced to 7 ½ hour period at the discretion of the Department Coordinator who will take into consideration the efficient and safe operation of the Department.

Notwithstanding the above, once a week the standard day may be altered to an eight (8) hour period in total to provide for a Department staff meeting. The additional one half (1/2) hour will be paid at straight time.

- ii) the regular bi-weekly hours for Developmental Counsellors shall be seventy-five (75) hours with a schedule to be discussed with the Department Coordinator and set in advance, subject to the Coordinator's final approval. The regular work shift will be a 7 ½ hour period.
- iii) the regular day for Maintenance Workers shall be a seven and one-half (7 ½) hour period between the hours of 0630 and 1730; and, the regular afternoon shift for Maintenance Workers shall be a seven and one-half (7 ½) hour period between the hours of 1500 and 2330.

The parties further acknowledge that in the future there may be regular shifts for classifications other than those noted above that require an 8-hour work period in addition to those listed above. It is understood that the 8 hour shifts so noted are paid at straight time.

## **9.02 (applies to all part-time employees)**

For part-time employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period a shift may be up to seven and a half (7 ½) hours or eight (8) hours on night shift.

**9.03** The Employer may allow an exchange of shifts at the request of two employees provided that its approval is obtained in advance and that no additional cost results to the Employer in such an exchange of shifts. Approval for such request shall not be unreasonably denied.

## **9.04 Daylight Savings Time**

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

## **ARTICLE 10 - OVERTIME**

- 10.01** An employee who works in excess of seven and one half (7 ½) hours per day, with the exception of eight (8) hour shifts or who works in excess of seventy-five (75) hours or eighty (80) hours based on the eight (8) hour shifts, bi-weekly, shall be paid overtime for such hours worked.
- 10.02** An employee who is authorized to work overtime as described above will be entitled to receive an overtime premium which shall be compensated as follows:
- Payment of overtime premium at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for time so worked.
- 10.03** It is understood that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 10.04** An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 10.05** An employee required to work more than three (3) hours overtime, consecutive with his regular shift shall be provided with a meal or an allowance by the Employer not to exceed eight dollars (\$8.00).
- 10.06** A full-time employee who is called into work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regular scheduled hours and the work the employee is called in to do.
- 10.07** a) Overtime and call back time shall whenever possible be offered to full-time employees who are willing and qualified to perform the required work on the basis of seniority.
- b) When the above employees decline to accept such work, overtime and call back time shall be offered to employees on duty who are willing and qualified to perform the required work on the basis of seniority. If still not filled, part-time employees who have not reached 75 hours bi-weekly, will be called by seniority.

## **ARTICLE 11 - WELFARE BENEFITS**

- 11.01** The Employer shall pay one hundred percent (100%) of the premiums for the following plans for full-time employees:
- |  |                          |
|--|--------------------------|
| 1. Ontario Health Plan   | 2. Life Insurance        |
| 3. Long Term Disability  | 4. Short Term Disability |
| 5. Extended Health Care Plan   | 6. Dental Care Plan      |
| 7. Vision Care Plan (Effective January 1, 2002 increased to \$175 per 24 months) |                          |

\*Effective as soon as practicable:

The Extended Health Care Plan shall include seventy-five dollars (\$75.00) every two (2) years for vision eye examination.

The twenty-five-dollar (\$25.00) deductible for Extended Health and Dental shall be waived.

A.D.D. shall include critical illness for employees deemed eligible.

Full-time employees shall be eligible to participate in the above at the beginning of the fourth (4th) calendar month following the date of hire.

The Employer reserves the right to change the carrier of any of the above noted benefit plans provided that the overall level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

**11.02** Every regular part-time or casual employee who has completed 1,040 aggregated paid hours shall be eligible to participate in the life insurance plans, extended health care plan, dental care plan, vision care plan. Regular part time employees (unless they are regularly scheduled to work more than 24 hours per week) and casual employees are not eligible for short term disability or long term disability. Where a regular part time or casual employee elects to participate and authorizes a payroll deduction for his or her share of the premiums, the Employer shall pay a pro-rata portion of the premium based on the following schedule:

| Hours worked  | Percentage of premiums |
|---|------------------------|
| 0-390 - hours worked in the previous calendar year      | 0% of premiums         |
| 391-780 - hours worked in the previous calendar year    | 25% of premiums        |
| 781-1170 - hours worked in the previous calendar year   | 50% of premiums        |
| 1171-1560 - hours worked in the previous calendar year  | 75% of premiums        |
| 1561 or more hours worked in the previous calendar year | 100% of premiums       |

## **ARTICLE 12 - PAID HOLIDAYS**

**12.01** The Employer recognizes the following paid holidays:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Remembrance Day  |
| Christmas Day  | Canada Day       |
| Boxing Day     | Civic Holiday    |

Family Day - to be celebrated on the third Monday in February or such other day as may be designated for its celebration by the Government of Canada.

Employee's Birthday - to be celebrated on the anniversary date of the employee's birth, or any other date which is mutually agreeable.

- 12.02** When any of the above-noted holidays, except employee's birthday, fall on a Saturday or Sunday, Monday shall be deemed to be the holiday for the purposes of this Agreement. For clarification, this applies to employees who work a regular Monday to Friday rotation.
- 12.03** An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work and actually works on the paid holiday shall be paid at the rate of time and one-half in addition to holiday pay equal to one day's pay. An employee who works overtime on such a holiday shall be paid at the rate of two times his regular straight time hourly rate of pay for time so worked.
- 12.04** In order for an employee to be eligible for the holiday pay in accordance with 12.03 above, the employee must:
- i) work throughout his last scheduled day of work immediately preceding and first scheduled shift immediately following the paid holiday, unless excused by his Supervisor;
  - ii) work throughout his scheduled shift on the paid holiday when so scheduled to work, unless excused by his Supervisor.
  - iii) Holiday pay shall be paid from 0001h to 2359h on the calendar day of the holiday.
- 12.05** When an employee is scheduled to work on a paid holiday and does not work, he shall not be paid for the holiday unless excused in writing by his Supervisor.
- 12.06** All full-time Personal Attendants shall have the option of working, or the day off, when a statutory holiday falls on a normally scheduled working day, in accordance with the provisions hereinafter set out.
- 12.07** Ten weeks prior to the date of the statutory holiday, the Employer shall post a notice on which full-time Resident Care Aides will be required to elect, to work on the statutory holiday or to have the day off, if normally scheduled to work and all Resident Care Aides shall make their election within seven (7) calendar days of posting of their election, after which no exchange of days will be permitted except in exceptional circumstances.

- 12.08** Failure on the part of the employee to indicate his/her preference to work or not, shall be deemed an election to work if normally scheduled.
- 12.09** In the event the full-time employees scheduled to work on the statutory holiday elect not to work, the Employer will at all times endeavor to fill the shift rotations at Christmas and New Years with part-time employees and in the event that insufficient part-time employees, who are qualified and willing to work are available to work, the Employer may schedule full-time employees in accordance with Article 12.09. The Employer reserves the right to determine the number of personnel required to work having regard to the level of service required on a statutory holiday.
- \*clarity note: practice will remain the same.
- 12.10** The employees who may be required to work from those normally scheduled to work shall be selected on the basis of reverse order of seniority.
- 12.11** Article 12 shall not apply to the part-time unit; however, part-time employees who have completed their probationary period, will be entitled to participate in all of the paid holidays listed in Article 12.01 as if they were all designated public holidays pursuant to the Employment Standards Act and provided the employee qualifies for such holiday as if they were designated holidays pursuant to the qualifying provisions of the Employment Standards Act.

Furthermore in the event that a part-time employee is scheduled to work on a statutory holiday he or she will be entitled to receive overtime premium at the rate of one and one-half times the employee's regular straight time hourly rate of pay for time so worked.

### **ARTICLE 13 - VACATIONS WITH PAY**

- 13.01** For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from January 1<sup>st</sup> of any year to December 31<sup>st</sup> of that year, as per the Vacation Policy An employee shall be entitled to vacation with pay based on the length of continuous service as of December 31<sup>st</sup> of the previous vacation year in question as follows:
- a) An employee with three (3) months of service but less than one (1) year at December 31<sup>st</sup>, shall be entitled to receive four (4) percent of gross earnings.
  - b) An employee with one (1) year of service but less than two (2) years at December 31<sup>st</sup>, two (2) weeks' vacation together with the equivalent of two (2) weeks' pay at the employee's normal rate of pay subject to the provisions of 13.09.



- c) An employee with more than two (2) years' service but less than six (6) years at December 31<sup>st</sup>, three (3) weeks of vacation together with the equivalent of three (3) weeks' pay at the employee's normal rate of pay subject to the provisions of 13.09.
- d) An employee with six (6) years' service but less than twelve (12) years of service at December 31<sup>st</sup>, four (4) weeks of vacation together with the equivalent of four (4) weeks' pay at the employee's normal rate of pay subject to the provisions of 13.09.
- e) An employee with more than twelve (12) years' service at December 31<sup>st</sup>, five (5) weeks' vacation together with the equivalent of five (5) weeks' pay at the employee's normal rate of pay subject to the provisions of 13.09.

Vacation banks, for full-time employees, shall be populated effective the first pay of January of the vacation (calendar) year, or in the case of employees transferring from part-time to full-time employments, at the time of transfer on a prorated basis, or in the case of new employees, immediately on a prorated basis. The eligibility will reflect the service in effect at the time of the population. If an employee has an anniversary based on their service years, their bank will be updated on the pay following the anniversary.

#### Part-time Vacation

Part-time vacation will be earned as indicated in the chart below and will be paid bi-weekly with each pay cheque.

| <b>Qualifying years</b>  | <b>Part Time Employees</b>                         |
|--------------------------|--|
|                          | <b>Per cent of earnings (paid each pay period)</b> |
| <b>0-2999 hours</b>      | <b>Four percent (4%)</b>                           |
| <b>3000-8999 hours</b>   | <b>Six percent (6%)</b>                            |
| <b>9000-22499 hours</b>  | <b>Eight percent (8%)</b>                          |
| <b>22500 and greater</b> | <b>Ten percent (10%)</b>                           |

- 13.02** a) The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department. The final determination of the number of employees who may be granted vacation in any department at any time shall be determined by the Employer in order to achieve what in the opinion of the Employer is an efficient operation and the highest standard of service. For selecting vacation, the Employer will not otherwise act in a manner which is arbitrary, discriminatory or in bad faith.

- b) An employee must take his vacation entitlement in the vacation year it falls due; however, in extenuating circumstances the Employer may consider a written request by the employee to carry over a maximum of five (5) vacation days into the next vacation year. Such requests must be submitted to the employee's immediate supervisor or designate at least three (3) months prior to the end of the vacation year. It is understood that vacation entitlement which an employee is allowed to carry over may not be taken in July, August, September or December of the next vacation year. The rate of pay will be equivalent to the rate of pay at the time the vacation was earned not the rate at the time the vacation is taken.

If at the time the employee makes his request, he identifies the specific circumstances anticipated in the next vacation year giving rise to his request and provided those circumstances are compelling, his request will not be unreasonably denied.

- 13.03** If a paid holiday falls or is observed during an employee's vacation period he shall be allowed an additional vacation day with pay which day shall be the employee's first regular scheduled day of work following the completion of the employee's vacation.
- 13.04** An employee terminating employment at any time in the vacation year, prior to using vacation entitlement, shall be paid vacation owing at the time of termination.
- 13.05** On retirement, an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the vacation year for that year.
- 13.06**
  - a) The period at which employees shall take vacation shall be based:
    - i) for the period exclusive of December 20 to January 2 inclusive, on the selection by the employee according to seniority in each department but shall finally be determined by the Employer having due concern for the proper operation of the facility;
    - ii) for the period December 20 to January 2 inclusive, preference will be given to those employees who have not received vacation during this period in the previous two (2) years and otherwise by seniority but shall finally be determined by the Employer having due concern for the proper operation of the facility.
  - b) Requests for vacation shall be submitted to the Employer by February 1 in each year and the vacation schedule will be posted by March 31 in each year, but will

remain subject to change by the Employer, who shall at all times endeavour to accommodate the requested vacation of the employees. Wherever possible, subject to the proper operation of the facility, vacations shall commence immediately following an employee's regularly scheduled day off.

- 13.07** All reasonable efforts shall be made to ensure an unbroken period of vacation, unless mutually agreed upon between the employee and the Employer. However, it is understood that the Employer is not required to provide an unbroken vacation in excess of three weeks (3) weeks if it is determined by the Employer that to do so would affect the proper operation of the facility.
- 13.08** An employee whose employment is terminated for any reason, at any time when he or she has no earned vacation owing to them and has taken or received unearned vacation with pay will repay to the Employer the unearned portion on termination by payroll deduction, which deduction will be approved in writing by the employee prior to taking unearned vacation with pay. Such written authorization shall be in accordance with the requirements of Section 15, subsection (1)(c) of the General Regulation under the *Employment Standards Act*, Ontario Regulation 93/81.
- 13.09** Notwithstanding, the provisions of 13.01(b), 13.01(c), 13.01(d), and 13.01(e), the amount of vacation pay, payable to the employee pursuant to 13.01(b) shall be four (4%) percent of gross earnings, earned during the vacation year and the amount of vacation pay payable to the employee pursuant to 13.01(c) shall be six (6%) percent of gross earnings earned during the vacation year and the amount of vacation pay payable to the employee pursuant to 13.01(d) shall be eight (8%) percent of gross earnings earned during the vacation year and the amount of vacation pay payable to the employee pursuant to 13.01(e) shall be ten (10%) percent of gross earnings earned during the vacation year. An employee who has received vacation pay pursuant to 1 3.01(b), 13.01(c), 1 3.01(d), and 13.01(e), in excess of earned vacation as of March 31st, of each year, will repay to the Employer, by payroll deduction, the amount of overpayment. Each employee in the bargaining unit shall execute an irrevocable written authorization in accordance with the requirements of subsection 13(3) of the *Employment Standards Act*. Subject deduction to be made from the first pay period in April of each year.
- 13.10** No employee shall be required to work during his scheduled vacation period. However, should an employee agree to work when requested during his scheduled vacation, he shall be paid at his regular rate of pay for all hours so worked; it being understood that the employee will be entitled to a vacation lieu day off for each day in which work was performed.
- 13.11** Where an employee is hospitalized during his period of vacation, those vacation days during which the employee is hospitalized may be converted to sick days up to the number of sick day credits the employee has accumulated under Article 18 at

the time he/she was hospitalized.

To do so an employee shall notify the Employer of his request to convert as soon as is reasonably possible before or after the hospitalization takes place and shall provide the Employer with satisfactory evidence of hospitalization for the period in question. An employee will be entitled to vacation lieu days off for each day converted to sick time.

**13.12** It is understood that vacation lieu days off will be scheduled by the Employer at a time or times which do not interfere with the efficient operation of AbleLiving Services; it being understood that the Employer will attempt to accommodate the requested vacation of the employee.

**13.13** Article 13 shall not apply to the part-time unit. A part-time employee shall be entitled to receive vacation pay of four (4%) percent of gross earnings on March 31st in each year. Effective March 31 following "date of ratification" of this agreement, a part-time employee:

- i) who has completed 400 shifts worked shall be entitled to receive vacation pay of 6% of gross earnings on March 31st of each year;
- ii) who has completed 1200 shifts worked shall be entitled to pay of 8% of gross earnings on March 31st of each year;
- iii) who has completed 3000 shifts worked shall be entitled to pay of 10% of gross earnings on March 31st of each year.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

**14.01** The Employer may grant a leave of absence without pay to an employee upon request. Request for such leave of absence shall be in writing and shall be submitted to his Supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Section 14.04. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Such leave shall not be unreasonably denied.

#### **14.02 Union Leave**

Employees elected or appointed by the Union to attend conventions, conferences, or educational seminars of the Union shall be granted leave of absence without pay provided the Employer is given ten (10) days' notice and based on operational needs. No more than four (4) employees, inclusive of full and part-time, may be

absent for the same or overlapping period and no more than one of those shall be from each department save for the Personal Attendants where up to three (3) persons may be absent. The aggregate total of such leave for the bargaining unit shall not exceed forty (40) days in any one (1) calendar year. Such request shall not be unreasonably denied. For the purposes of this provision the parties recognize the following departments:

- 1) Personal Attendants
- 2) Developmental Department
- 3) Maintenance Department
- 4) Registered Staff

Employees on Union leave will receive pay and benefits and will not lose seniority. The Union agrees to reimburse the Employer for receipt of such pay.

### **14.03 Business Leave**

An employee elected or appointed by the Union to conduct business for the Union will be entitled to a leave of absence without pay, subject to the following provisions:

1. The leave of absence is reasonably required for normal union business.
2. It must be requested in writing and approved in writing by President of Local 3943 to the employer at least ten (10) days prior to the commencement of the leave.
3. The maximum consecutive days at one time is five (5).
4. The maximum days per year are twenty (20).
5. The leave of absence may be approved provided it does not interfere with the efficient and safe operation of AbleLiving Services. Article 14.02 restricting the number of employees off at one time shall apply.
6. Local 3943 will reimburse AbleLiving Services for benefit costs on a per diem basis. This will be billed at the end of the month.

**14.04** The Employer will grant a leave of absence without pay and without loss of existing seniority, for a period of one (1) year or two (2) years, following application by the Union, to any employee who is elected or selected for a fulltime position of one (1) year or two (2) years' duration with the Union, the C.L.C., the O.F.L., the Ontario division or the National body of the C.U.P.E. The Union will give at least four (4) weeks' notice for such leave of absence. It is understood that not more than one (1)

employee in both the full-time and part-time bargaining units together may be on such leave at the same time. If the employee returns to the bargaining unit immediately following the one (1) year or two (2) year leave of absence, he or she shall be entitled to claim his or her former position or if the former position is no longer available, a comparable position if available. It is agreed that for the purpose of Workers' Compensation, the employee is deemed to be employed by the Union.

#### **14.05 Pregnancy/Parental Leave**

a) The Employer agrees to provide pregnancy and parental leave pursuant to the *Employment Standards Act* as amended by the *Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990* and to other related legislation as they are amended from time to time.

b) An employee:

i) who elects not to participate in the Life Insurance Plan, Supplementary Health Benefit Plan and Dental Plan specified in Article 11 - WELFARE BENEFITS and in the pension plan; and

ii) who elects not to contribute his or her contribution towards the premium costs of the said benefit plans shall advise the Employer in writing at the same time as he/or she initially advised the Employer in writing of the date the pregnancy or parental leave is to begin.

Subject to 14.04 (c) below, an employee who fails to do so advise the Employer in writing will be deemed to elect to continue to participate in the said benefit plan including the pension plan and will be deemed to agree to pay his or her contribution towards the premium costs of the said benefit plans. An employee who wishes to continue to participate in the long-term disability plan will be entitled to do so, if allowed by and subject to limitations imposed by the carrier, and provided the employee agrees to pay the full premium costs of the said long term disability plan according to 14.04 (c) below.

c) An employee who elects or is deemed to elect to continue to participate in the benefit plans during the pregnancy or parental leave shall pay to the Employer his or her monthly contribution owing at least one (1) week in advance of the first of each month of coverage as a condition for continued participation in the said benefit plans and for the Employer's paying its contribution of the premium costs for the said benefit plans

d) The employee's pregnancy and parental leave may be extended so that the total leave is twelve (12) months without pay and without loss of seniority, subject to

the provisions of 7.04, where a doctor's certificate is provided that a longer period is required for health reasons of either the mother or the child. In cases of adoption, the employee's parental leave may be extended so that the total leave is six (6) months without pay and without loss of seniority where the adoption agency requires it. The employee will be required to pay the monthly cost of all benefits at least one (1) week in advance of the first of each month of coverage as a condition for participation in the said benefit plans during extended period.

- e) For the purposes of Article 14.05, "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

#### **14.06 a) Bereavement Leave**

An employee who notifies the Employer as soon as possible following the death of a member of her or his immediate family shall be entitled to five (5) consecutive working days, three (3) of which will be paid. The five (5) consecutive working days shall include the day of the funeral or service. . For the purpose of this clause, immediate family shall mean father, mother, brother, sister, child, spouse, mother-in-law, father-in-law, grandparents and grandchild, step-parent, step-brother, and step-sister.

- b) In the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle, niece or nephew, the employee shall be granted up to one (1) day's leave of absence without loss of pay to attend the funeral, if the employee is scheduled to work the said day.

#### **14.07 Jury or Witness Leave**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court provided the employee is not the plaintiff, applicant, or petitioner, accused person, or defendant. The Employer shall pay an employee the difference between his normal earnings and the payment he received for jury service or witness fees excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### **14.08 Education Leave**

- a) Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations in courses given prior approval by the Employer.

- b) Education Allowance - Where an employee undertakes a course which in the opinion of the Employer is considered to have a direct benefit with respect to the duties of the employee and which is approved by the Employer, at the Employer's sole discretion, in advance of the employee registering for the course, then the Employer will pay fifty percent (50%) of the tuition fee at the time of registration and fifty percent (50%) of the fee upon successful completion of the course by the employee.
- c) Where an employee has been directed by the Employer to take a specific course to upgrade his or her skills, then the Employer shall pay one hundred (100%) percent of the tuition fee at the time of registration.

#### **14.09 Leave for Public Duties**

When elected to federal or provincial office, the Employer will grant leave of absence without pay, and without loss of further accumulation of seniority, for one (1) term of office. One further extension of one (1) term may be granted on written application.

**14.10** An employee or representative of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance procedure up to but not including the arbitration procedure.

**14.11** No contribution for Health and Welfare Benefits provided under this Agreement will be made by the Employer on behalf of any employee granted a leave in accordance with the provisions of 14.03 or 14.09 above during the period of such leave of absence or beyond that expressly provided for pursuant to the pregnancy/parental leave provisions of this Collective Agreement. Employees desirous of maintaining this protection through the Employer must arrange payment of premiums for all Health and Welfare Benefits provided under this Agreement before going on leave.

**14.12** a) An employee is entitled to leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in subsection (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed.

b) For the purposes of clause (a), the individual is:

1. the employee's spouse;
2. a parent, step-parent or foster parent of the employee;
3. a child, step-child or foster child of the employee or the employee's spouse;
4. any individual prescribed by the regulations under the *Employment Standards Act*, as a family member for the purpose of this section.



- c) For the purposes of clause (a)
  - i) a “qualified health practitioner” means a person who is qualified to practise medicine under the laws of the jurisdiction in which care or treatment is provided to the individual described in clause (a); and
  - ii) “week” means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- d) The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in clause (a) begins.
- e) Latest date employee can remain on leave
 

The employee may not remain on leave under this section after the earlier of the following dates:

  1. The last day of the week in which the individual described in clause (b) dies.
  2. The last day of the week in which the period referred to in clause (a) ends.
- f) If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all employees shall not exceed eight (8) weeks during the period referred to in clause (a) that applies to the first certificate issued for the purpose of this section.
- g) An employee may take a leave under this section only in periods of entire weeks.
- h) An employee who wishes to take leave under this section shall advise his or her Employer in writing that he or she will be doing so.
- i) If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.
- j) If requested by the Employer, the employee shall provide the Employer with a copy of the certificate referred to in clause (a) as soon as possible.
- k) If an employee takes a leave under this sections and the individual referred to in subsection (b) does not die within the period referred to in clause (a), the employee may, in accordance with this section, take another leave and, for that purpose, the reference in clause (f) to “the first certificate” shall be deemed to

be a reference to the first certificate issued after the end of that period.

**14.13** Family Leave will be provided as outlines in the *Employment Standards Act*.

### **ARTICLE 15 - LABOUR MANAGEMENT BARGAINING RELATIONS**

**15.01** The Employer shall not bargain with or enter into any agreement amending any of the provisions of this Agreement with an employee or group of employees in the bargaining unit.

**15.02** a) A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union members of the Committee.

b) The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement up to but not including arbitration. No such payment shall result in premium pay.

**15.03** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Chief Executive Officer of the Employer. Such representative may be granted access to the Employer's premises in order to investigate and assist in the settlement of a grievance where such grievance has proceeded to Step 3 of the Grievance Procedure.

The Local Union can request the assistance of the National Representative of the Union or the Employer can request outside assistance at Step III of the grievance procedure or for Labour Management meetings, following reasonable notice to each party.

#### **15.04 Workload**

The parties agree that the issue of workload is appropriate for discussion at Labour Management meetings.

**15.05** It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performing of her duties, a Union steward is required to enter a program area or location in which she is not originally employed, she shall report her presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor. A Union steward shall suffer no loss of

earnings for time spent in performing the above duties during her regular scheduled working hours.

## **ARTICLE 16 - HEALTH AND SAFETY COMMITTEE**

**16.01** The parties recognize and agree to continue in existence the Joint Health and Safety Committee established pursuant to the applicable Health and Safety Legislation in effect in the Province of Ontario.

The Union will be entitled to continue to appoint a maximum of three (3) representatives to that Committee which will continue to meet no less than once quarterly in order to jointly consider health and safety conditions and practices in AbleLiving Services. Additional meetings may be scheduled in special circumstances upon request of either party made in writing to the designated chairman. The party requesting such meeting shall provide a written agenda at the time the request is submitted.

The Employer shall pay employee representatives of this committee as required by the *Occupational Health and Safety Act*.

### **16.02 Health & Safety Committee**

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- b) A joint management and employee Health and Safety Committee shall be constituted with three (3) employees from the bargaining unit and three (3) employees from management. The Committee shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once every three months on a regular schedule. Scheduled time spent in such meeting is to be considered to be time worked. Minutes shall be taken of all meetings and a copy shall be posted in a prominent place in the workplace, and the original copy shall be retained in the records.
- c) Two (2) representatives of the Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representative shall be notified immediately and shall investigate and report as soon as possible to the committee and the Employer on the nature and causes of the accident or injury.

Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany her on inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- d) The Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workdays, the incidence of occupational injuries and such other data as the WSIB may decide to disclose.
- e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51,11 NHCENT template. C19 S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of the lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

The Employer will review with the Joint Health and Safety Committee written policies to address the management of responsive behaviours. Such policies will include but not limited to:

- i) Designing safe procedures for all parties.
- ii) Providing training appropriate to these policies.
- iii) Reporting all incidents of responsive behaviors.

The Employer shall:

- i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them.

When faced with occupational health and safety decisions, reasonable action (s) will be taken to reduce risk and protect all employees.

- f) A representative elected or appointed under part b) above shall serve for a term of at least two (2) years from date of appointment or election and continue to hold office until reappointed or re-elected or until a successor is appointed or elected.

g) No employer or person acting on behalf of an Employer shall:

- Dismiss or threaten to dismiss a worker;
- Discipline or suspend or threaten to discipline or suspend a worker;
- Impose any penalty upon a worker; or,
- Intimidate or coerce a worker,

Because the worker has acted in compliance with the OHSA or the regulations or has complied with a workplace health and safety policy or program that requires a worker to file a report.

h) The Parties further agree that suitable subjects for discussion at the Union Management Committee and Joint Health and Safety Committee will include responsive behaviours.

### **16.03 Infection Diseases**

a) The Employer will use its best efforts to make all affected direct care employees aware of clients who have serious infectious diseases, the nature of the disease need not be disclosed, employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirements to practise universal precautions in all circumstances.

b) The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home. To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training and personal protective equipment. The Employer will provide training and ongoing education in communicable disease recognition use of personal protective equipment decontamination of equipment and disposal of hazardous waste.

### **16.04 Responsive Behaviors in the Work Place**

a) The Parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For all purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.

b) The Employer agrees to develop formalized policies and procedures and review

with the Joint Health and Safety Committee to deal with workplace responsive behaviors. The policy will address the prevention and management of responsive behaviors; supporting employees in the process. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures to address the responsive behaviors, which may include among other remedies:

- i) Alert employees about a person with a known history of behaviors and their known triggers by means of:
  - a) electronic and/or other appropriate flagging systems;
  - b) direct verbal communication/alerts (i.e. shift reports). Communicate and provide appropriate training and education. Reporting all incidents;
  - c) The Employer will report all incidents of responsive behaviors as defined herein to the Joint Health and Safety Committee for review.
  - d) The Employer agrees to provide training and information on prevention to all employees who come into contact with responsive persons. This training will be done during a new employee's orientation and updated as required.
  - e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to responsive behaviors that has led to an injury while performing his/her work. Such information shall be submitted in writing to the union as soon as practicable.

## **ARTICLE 17 - BULLETIN BOARDS**

- 17.01** The Employer agrees to make available to the Union a bulletin board in a mutually satisfactory location for the convenience of the Union in posting notices regarding meetings and matters pertaining to official Union business. All such notices must be signed by the proper officer of the Union and approved by the Employer before being posted. Such approval shall not be unreasonably withheld.

## **ARTICLE 18 - GENERAL PROVISIONS**

### **18.01 Contracting Out**

The Employer agrees that no work or services performed by employees will be contracted out which will result in a layoff or reduction in pay of any employee.

- 18.02** On termination of employment for any reason, the Employer may provide a letter of reference on request.

- 18.03** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason,

sufficient copies of the agreement for each employee in the bargaining unit shall be provided and the cost shared by the Union and the Employer.

- 18.04** a) The Employer shall supply all tools and equipment as determined by the Employer as being necessary by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or proving that the tool was lost.
- b) Upon proof of purchase, full-time maintenance workers and drivers who are required by the Employer to wear safety footwear will be reimbursed up to one hundred (\$100.00) dollars per fiscal year for footwear. Upon proof of purchase, part-time maintenance workers and drivers who have worked eight hundred (800) hours in a fiscal year who are required by the Employer to wear safety footwear will be reimbursed up to one hundred (\$100.00) dollars per fiscal year for footwear.

**18.05 Personnel File**

An employee shall have the right to review his or her personnel file from time to time in the presence of the Employer within five (5) working days notice in writing to the Employer. Working days shall be defined as in clause 6.21.

**18.06 Clearing the File**

Any discipline on any employee's file will be removed after eighteen (18) months from the date of discipline provided the employee's record has been free of discipline during such eighteen (18) month period and provided the discipline is not related to client abuse or abuse of other person or persons.

**18.07 Discipline**

A Steward shall be present at a meeting which is called by the Employer to discipline an employee provided a Steward is available at the time of the discipline. If no steward is present, the employee may be attended by an employee of his or her choice who is available on site at that time.

**18.08 Statement of Driving Record**

When an employee has been directed by the Employer to provide AbleLiving Services with a Statement of Driving Record as a condition for driving vehicles of AbleLiving Services, the Employer shall reimburse the employee, who has completed his or her probationary period, one hundred percent (100%) for the fee to obtain such a record, to a maximum of fifteen (\$15.00) dollars.

**18.09** Lunch or meal periods will be uninterrupted, except in cases of emergency. Should an employee be recalled to duty during her mealtime, additional equivalent time shall be provided later in the shift.

**18.10 Discharge Procedure**

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

**18.11 Vulnerable Sector Check**

When the Employer requests a Vulnerable Sector Check with respect to a seniority employee, it shall pay the cost of obtaining the check.

**18.12 Technological Changes**

The Employer agrees to meet and discuss with the Union any technological changes on the agency that may impact the agency, its employees and the clients. The Employer will endeavor to notify the Union thirty (30) days in advance of any technological changes. Further, the Employer agrees to meet with the Union through the Labour Management committee to discuss the changes and/or potential impacts.

**18.13 Certification**

Staff members in positions which require yearly certification, i.e. RPN, will submit to the Nurse Manager or designate, proof of their certification, not later than February 15<sup>th</sup>. If proof is not submitted by that date they will not be eligible to work until proof is submitted and will not be paid.

**18.14** In the event an employee is required to attend an investigation meeting with management which may result in discipline, the employee, will have the right to have a Union Steward present. The Employer shall notify the employee of his right prior to the meeting.

**18.16 Hours of Work- Outreach**

a) Hours of work while engaged in the Outreach Program will commence from the Personal Attendants -arrival at the location of the first assignment of the day (that is the client's residence) and will end at the time of completion of work at the location of the Personal Attendants final assignment of the day.



Therefore, travel time to and from work, that is the first and last assignments of the day, is not considered part of the working day for the Personal Attendant.

- b) A Personal Attendant for whom part of his or her schedule is cancelled so that the total scheduled hours for the day are less than two (2) where such cancellation is for reasons beyond the control of the Employer and where such cancellation occurs without twenty-four (24) hours notice to the Employer, shall be entitled to a minimum of two (2) hour pay at his or her regular straight time rate for the day.

In the event:

- i) the Employer has received twenty-four (24) hours notice of such cancellation, or
- ii) the Employer intends to schedule a Personal Attendant for less than two (2) hours in a day, the Personal Attendant will have the option of working the less than two (2) hours in the day or refusing to work the less than two (2) hours in the day. In the event the employee refuses to work the less than two (2) hours in a given day, the Employer shall have the option of offering such work to another available Personal Attendant, by seniority, or of cancelling the assignment.

Each employee to whom the work is offered has the right to accept or refuse the assignment of less than two (2) hours in a day.

When the Employer has notice that there will be a block of assignment of less than two (2) hours in a day over a period of more than one (1) day, it shall have the right to offer the entire block or part thereof to a Personal Attendant.

Nothing herein interferes with the right of the Employer to contract this work out according to the provisions of the Collective Agreement.

## **ARTICLE 19 - SICK LEAVE PROVISIONS**

- 19.01** Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist which prevents him from carrying out his normal duties, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 19.02** A full-time employee who has completed his probationary period shall be credited with seven (7) days sick leave prorated. This sick leave will be renewed once annually on January 1.

A part-time employee who has been employed for twelve (12) months as of January 1st will be credited with seven (7) days sick leave prorated by the proportion that the number of hours the part-time employee worked in the preceding twelve (12) months is to 1950.

Sick leave not taken by the last pay of the Calendar year shall be lost and cannot be carried forward into the next twelve (12) month period or periods save and except for five (5) unused days of sick leave which may be carried forward into the immediately following twelve month period provided that no employee shall have in excess of twelve (12) days sick leave available commencing January 1st of any twelve month period.

- 19.03**
- a) A deduction shall be made from accumulated sick leave of all normal workdays or half days (exclusive of holidays) absent for sick leave.
  - b) Whenever an employee reports for work and leaves work on account of illness, the employee shall be paid his or her regular hourly rate of pay for each full hour which the employee worked and the remaining pay for the employee's scheduled day will be debited against the employee's sick leave bank providing there are days in the employee's bank.
  - c) Notwithstanding 19.03 (b), whenever an employee leaves work on account of illness, having worked more than six (6) hours, the employee shall be paid only for the time worked. The provisions of the within article shall not apply to injuries incurred while the employee is on duty.

- 19.04** An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he was unable to carry out his duties due to illness. It is understood that employees may be required to provide a medical certificate to certify an absence due to illness less than four (4) days.

When an employee agrees to provide AbleLiving Services with a medical certificate from a medical practitioner of the Employer's choice, the Employer shall reimburse the employee, who has completed his or her probationary period, for one hundred per cent (100%) of the cost of such certificate. For greater clarification the Employer is not required to reimburse an employee who is required by statute or regulation or other government directions to provide medical certification.

- 19.05** When an employee is given unpaid leave of absence for any reasons for a period of one (1) month or more or when an employee is laid off on account of lack of work, he shall not receive or utilize sick leave credits for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such layoff.

## **ARTICLE 20 - NEW CLASSIFICATION**

**20.01** When a new classification which is covered by the terms of this Agreement is established by AbleLiving Services or where the duties in a classification are substantially changed so that it is tantamount to a new classification, the Employer shall determine the rate of pay for such new classification and notify the Local of the same.

If the Union challenges the rate it shall have the right to request a meeting with AbleLiving Services to negotiate a mutually satisfactory rate.

Such request shall be made within ten (10) days after receipt of notice from AbleLiving Services of such new classification and rate.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement if submitted within fifteen (15) days of the meeting.

The decision of the Board shall be based on the relationship established by comparison with other classifications at AbleLiving Services having regard to the requirements of such classification.

All new positions shall be evaluated through the Pay Equity/Job Evaluation process after the creation of the position.

## **ARTICLE 21 - KILOMETRE ALLOWANCE**

**21.01** An employee who is requested to use his own automobile in the services of the Employer will be paid a travel allowance for kilometers necessarily travelled on behalf of the Employer provided that:

- a) the use of the employee's vehicle is authorized in advance in writing by a responsible member of management;
- b) the distance travelled and claimed by the employee is subsequently approved of by a responsible member of management;
- c) the policy, procedures and/or rules relating to the authorized use by the employee of their own automobile will be issued by the Employer taking into consideration amongst other concerns the requirements in effect from time to time of any insurer of the Employer.
- d) The procedure for approval of travel allowance will be as set out in Article 22.01 of our Collective Agreement. It being understood that travel allowance, like

hours work, commence from the location of the first assignment of the day and conclude at the location of the final assignment of the day.

- e) Upon applying for the position with the Outreach Program to the assignment of any shifts. The Employee shall produce a valid Ontario Driver's Licence.

An employee must have transportation available which would allow the employee to complete his or her daily schedule as well as a valid Ontario driver's licence as a condition of employment.

Notwithstanding the above, if an employee does not have transportation available for up to two (2) days on a single occasion in a calendar year, the said failure will not constitute a breach of the condition of employment.

The rate per kilometre will be forty-four (44) cents.

Upon request, the Employer agrees to provide a T2200 to Outreach employees required to use their own vehicles.

## **ARTICLE 22 - DRIVER LEAD HAND**

- 22.01** The Employer may assign a driver to act as lead hand. An employee so assigned shall receive premium pay of fifteen (15) cents per hour above his regular rate of pay for all hours worked while acting as lead hand.

## **ARTICLE 23 - PREMIUMS**

### **23.01 Shift Premium**

An employee assigned to work an evening or night shift commencing on or after 15:00 hour shall receive premium pay of thirty-five (35) cents per hour above his regular rate of pay for all hours worked; where the majority of the hours fall between 3:00 p.m. – 7:00 a.m.

### **23.02 Responsibility Premium**

Where an RPN works a night shift and is the sole registered staff member in the building, they will receive an additional .75 cents per hour as a responsibility allowance.

### **23.03 Related Experience/Portability**

An RPN with recent and related experience may be considered for such previous experience at the time of hire. Verification of previous related experience is required. Such experience will be evaluated during the probationary period. Where such experience is determined to be relevant by management, the employee shall advance one step on the pay grid upon completion of the probationary period.

## **ARTICLE 24 - CLOTHING ALLOWANCE**

**24.01** An allowance of five (5) cents per hour worked will be paid to full-time and part-time save and except Maintenance. The amount to be paid the last pay period in December.

Maintenance will receive agency apparel (3 shirts) once per year provided by the Employer. All maintenance workers will be reimbursed for safety shoes, once per year to the maximum of \$120.00. Two pairs of pants per year to a maximum of \$120.00 total.

## **ARTICLE 25 - PENSIONS**

**25.01** All present employees enrolled in the pension plan shall maintain their enrolment in the plan subject to its terms and conditions.

New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

## **ARTICLE 26 – LABOUR MANAGEMENT COMMITTEE**

**26.01** The parties agree that a joint consultation committee shall be known as the Labour/Management Committee composed of not more than three (3) representatives from the Union and three (3) representatives from the Employer. The Committee shall be used as a forum for consultation about issues relating to the workplace which affect the parties, or any employee bound by this Collective Agreement.

**26.02** The Committee shall meet at the request of either party. The meetings shall not be held more frequently than once every two months unless mutually agreed. Necessity for a meeting will be indicated by a letter from either party to the other party delivered at least five (5) days in advance of the proposed meeting date and containing an agenda on the subject or subjects to be discussed.

**26.03** While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

**26.04** The Employer shall pay employee representatives of this committee their respective wages for all time lost from regularly scheduled hours while attending a committee meeting.

**26.05** The parties agree that increasing the number of full-time positions in the bargaining unit may be a topic at the Labour/Management Committee.

**ARTICLE 27 - DURATION OF AGREEMENT**

- 27.01** This agreement shall be binding and remain in effect from April 1st, 2019 to March 31st, 2023 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing in any year that it desires its termination or amendment.
  
- 27.02** Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.
  
- 27.03** Either party desiring to propose changes to this agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

Signed at Hamilton, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

For the Union

For the Employer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix "A" – Wage Schedules

| <b>Position</b>            | <b>Start</b> | <b>After 200 Shifts</b> | <b>After 400 Shifts</b> |
|----------------------------|--------------|-------------------------|-------------------------|
| Developmental Program      | 21.38        | 22.54                   | 23.18                   |
| Developmental Counsellor   | 21.38        | 22.54                   | 22.18                   |
| Personal Attendant         | 21.49        | 22.37                   | 23.50                   |
| Cook                       | 18.08        | 18.45                   | 21.90                   |
| Laundry Worker/Housekeeper | 15.91        | 16.77                   | 17.40                   |
| Maintenance Worker         | 15.91        | 16.77                   | 17.40                   |
| Dietary Aide               | 14.44        | 15.17                   | 15.94                   |

| <b>Position</b>                                    | <b>Start</b> | <b>After 200 Shifts</b> | <b>After 400 Shifts</b> | <b>After 600 Shifts</b> |
|--|--------------|-------------------------|-------------------------|-------------------------|
| RPN  | 24.49        | 25.42                   | 26.38                   | 27.37                   |
| Physio Assistant/Occupational<br>Therapy Assistant | 24.49        | 25.42                   | 26.38                   | 27.37                   |

\*Wages are inclusive of pay equity owing to date.

**Letter of Understanding #1**

-between-

AbleLiving Services (Binbrook)

-and-

The Canadian Union of Public Employees  
and its Local 3943

**Re: Joint Job Evaluation Maintenance**

---

If the Union believes that there is an issue of pay equity maintenance during the term of this Collective Agreement, it may request a meeting with the Employer to discuss and resolve this issue.

This Letter of Understanding shall form part of the Collective Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

For the Employer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Letter of Understanding #2**

-between-

AbleLiving Services (Binbrook)

-and-

The Canadian Union of Public Employees  
and its Local 3943

**Re: Provincial Government Wage Enhancement Strategy**

---

This confirms the commitment of the Employer to acceptance of all money offered under the Provincial Government Wage Enhancement Strategy for Personal Support workers for the duration of the program, in addition to any other similar funding from the Province.

This Letter of Understanding shall form part of the Collective Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

For the Employer

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #3**

-between-

AbleLiving Services (Binbrook)

-and-

The Canadian Union of Public Employees  
and its Local 3943

**Re: Additional Labour Management Committee Discussions**

---

During the term of this Collective Agreement the parties will further discuss, scheduling of part time employees in relation to their seniority and availability.

Additionally, the parties also agree to exploring employees having access to sick leave credits and/or Short-Term and or Long-Term Disability until such time as the employees claim for benefits is approved by the WSIB.

This Letter of Understanding shall form part of the Collective Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

For the Employer

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #4**

-between-

Ableliving Services (Binbrook)

-and-

The Canadian Union of Public Employees  
and its local 3943

**RE: Dietary Aides and Cooks**

---

The parties agree:

To recognize the Dietary Aides and Cooks as falling within the scope of the Collective Agreement.

Accordingly, the parties mutually agreed that the new position of Dietary Aides and Cooks will be included in the Collective Agreement as part-time and full-time bargaining unit members which CUPE Local 3943 represents and further that the terms and conditions of our Collective Agreement insofar as it applies to these employees will apply subject to the following clarity notes or amendments as the case may be:

1. Current wages of the Dietary Aides and Cooks will remain status quo subject to future negotiations.
2. The Employer acknowledges this position is covered by article 2.01
3. The incumbent's full seniority shall be adjusted to her date of hire with the Employer will be recognized under the collective agreement.
4. The Dietary Aides and Cooks position shall be reflected in the Wage Grid – Schedule A of the Collective Agreement.
5. The Employer will not be required to post these jobs as vacancies according to the Collective Agreement on or before the date that the Dietary Aides and Cooks become members of the bargaining unit.
6. The incumbent is not a new hire.
7. The incumbent is deemed to have passed her probation and is a seniority employee.
8. The Incumbent is entitled to all rights and privileges in accordance with the Collective Agreement
9. Qualifications required for cooks:

Must have completed/obtained a Cook's diploma from an approved college and/or have the Interprovincial Standards Red Seal Classification from a program that meets the standard established by the Ministry of Training, Colleges and Universities. Both the Dietary Aides and Cooks must possess or be able to obtain the Food Handlers Certificate as offered by Public Health Services within 60 days of employment and renewed every 5 years. Must have practical knowledge and proven skill in institutional quantity cooking/quantity meal preparation.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the Employer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Intent #1**

-between-

AbleLiving Services (Binbrook)

-and-

The Canadian Union of Public Employees

and its Local 3943

**Re: Clause #11.02**

---

Notwithstanding clause 11.02 of the collective agreement between the above noted parties, a part-time employee who worked more than 16 hours per week but less than 24 hours per week as of June 20, 1994 and who at the time was participating in the short term disability or long term disability plans will be entitled to continue to participate in the respective plan or plans provided he or she continues to be regularly scheduled to work more than 16 hours per week.

It is understood an employee aged 65 is not entitled to participate in the said STD and/or LTD Plans.

This Letter of Intent shall form part of the Collective Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

For the Employer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_