

COLLECTIVE AGREEMENT

between

COMMUNITY LIVING HEARST

(hereinafter referred to as the "Employer")

and

UNITED STEELWORKERS LOCAL 1-2010

(hereinafter referred to as the "Union")

For the period covering: June 1st, 2012 to May 31st, 2015

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PREAMBLE

Whereas the raison d'être of the services administered by Community Living Hearst is to ensure the well-being, protection, acceptance and participation of developmentally challenged adults in all areas of community life (vocational, social, economical).

Whereas this mission generates special and unique problems and imposes certain obligations and duties unlike those of any other employer.

Whereas, foremost in Community Living Hearst concerns in forming any agreement, must be the care and supervision of developmentally challenged adults in the context of the delivery of the highest possible quality of services.

Now, therefore, Community Living Hearst and the Union accept the following agreement.

ARTICLE I - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide machinery for prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement as follows.

ARTICLE II - MANAGEMENT RIGHTS

- 2.01 The Union agrees that the Employer has the exclusive right to generally manage all departments of Community Living Hearst, to organize and direct the work force, and to hire, promote, transfer or lay-off employees and to suspend or discharge or otherwise discipline employees for just cause provided that the association agrees that any exercise of these rights and powers shall be subject to the express provision of this agreement.

ARTICLE III - RECOGNITION

- 3.01 The Employer recognizes the Union as the bargaining agent of all its employees save and except:
- a) directors and persons above the rank of director,
 - b) office staff,
 - c) participants of special government employment programs, subject to prior mutual agreement on a case by case basis, and such agreement shall not be unreasonably denied.
 - d) Students, provided that the use of such participants, students does not reduce the hours of work or the pay of union employees or lead to the elimination of established positions, and such agreement shall not be unreasonably denied.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

ARTICLE IV - CHECK OFF AND UNION SECURITY

- 4.01 Every employee shall, as a condition of employment, make application for membership in the Union and shall make regular dues payments and when accepted into membership by the Union shall maintain such membership in good standing. The Employer will inform all new employees of this condition of employment at the time for hiring and present them with a copy of the Agreement.
- 4.02 The Employer shall put employees on checkoff at the time of hire, or return to work and deduct the Union monthly membership dues from monies due him.
- 4.03 For each individual employee who is a member of the Union or becomes a member, the

Employer will on his behalf and upon his written authorization or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

- 4.04 Remittance of all deductions shall be sent to the Local Union; said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, of names with Christian names and amounts. The Association will endeavour to deliver these lists as soon as possible, but not later than the end of the following month. A copy of the list will be given by the Association to the Union Steward.
- 4.05 A copy of all correspondence between Hearst Community Living and the United Steelworkers Local 1-2010, will be given by the employer to the Steward.

ARTICLE V - NON DISCRIMINATION

- 5.01 The Employer, its employees and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of the employee's membership in a Labour Union.
- 5.02 The Union shall not engage or cause employees to be engaged in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Executive Director or his authorized representative.

ARTICLE VI - SENIORITY

GENERAL

- 6.01 The Association recognizes the principle of seniority. Seniority shall govern:
- a) subject to reasonable consideration of qualification, aptitude, skill, efficiency and ability in promotions, demotions and transfers.
 - b) layoffs and recalls after layoffs within each classification.

For the purpose of this article, Counsellor-LSP Program, Counsellor-Residence and Counsellor-Sil Program constitute one classification while Night attendant-Residence constitutes another classification.

- 6.02 An employee's seniority shall be his/her length of service with the dating back to his original hiring date. For Part-time/Casual employees only: For the purpose of progression on the salary scale, seniority calculation and other entitlement under this collective agreement, 225 days of work will be equal to one year of seniority.
- 6.03 A seniority list shall be prepared and posted yearly in January on the bulletin board by the Association, showing each employee's Christian names and effective date of hiring, and accumulated years, months and days. Copies of such list shall be mailed to the Union Steward and the Union office. Upon the posting of the Seniority List, employees shall

have thirty (30) days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the seniority list as posted is correct.

In case of newly hired employee(s) the above list shall be amended immediately.

LEAVE OF ABSENCE AND SICKNESS

- 6.04 During time off due to sickness or accident, seniority continues to accumulate (absence must be certified by a licensed physician, dentist or chiropractor).

Authorized leave of absence

At the request of an employee, the employer may allow that employee to take up to three (3) months off work, subject to (2) weeks warning being given. That employee's seniority will accrue during such leave of absence. Such leave of absence will only be authorized to one employee at a time.

Each employee is entitled to seven (7) hours per year without pay for medical purposes.

6.05 Probationary employees

- a) Newly hired employees shall be considered as probationary until they have completed sixty (60) working days in a six months period, except in case of lay-off, so long as each period of employment is at least of two (2) weeks duration (10 working days). Seniority of a new employee shall be established at the end of this period and shall be effective from the 1st day of work of such period.

In exceptional cases, the period of probation may be extended subject to prior mutual agreement on a case by case basis.

- b) The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 5.01, as the basis of termination.
- c) Newly hired employees shall not be entitled to pension or welfare benefits during their period of probation.

LAYOFFS AND RECALLS

- 6.06 An employee subject to layoff shall be given two (2) weeks notice or two (2) weeks pay in lieu of notice.

- 6.07 a) When the date of recall is known or anticipated at the time of lay-off, employees leaving will be informed accordingly. In all other cases, notice in writing will be mailed to the employee at his given address, with copy to the Union Office, at least ten (10) calendar days before he is required to report to work. Employees will be required to acknowledge receipt of such notice within four (4) days and report for work on the date specified, unless other arrangements have been made in writing with the executive director. An

employee who does not avail himself of time limits provided herein, has no claim in connection with time worked by another employee.

- b) In accordance with the Employment Standards Act, an employee subject to lay-off shall be given a minimum two (2) weeks notice or two (2) weeks pay in lieu of notice and shall exercise his seniority rights within a period equivalent to the applicable period of notice.

VACANCIES, TRANSFERS AND PROMOTIONS

- 6.08 When a vacancy occurs or a new position is created within the bargaining unit, the Employer will post a notice for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make application thereof, and the application shall be in writing. Such posting shall indicate a brief job description of the vacant position, rates of pay and qualifications required.

When an employee is the successful applicant of such posting, she or he shall be placed on a trial period for forty (40) working days on successful completion of which, the position shall become permanent. If in the interim period it is subsequently determined the she or he cannot satisfactorily perform the job to which she or he was selected, or if the employee desires, the Employer shall return the employee to her or his former job, and the filling of the subsequent vacancies will likewise be reversed.

- 6.09 When a vacancy is caused by an employee's absence due to disability or authorized leave of absence of 40 calendar days or more, such vacancy will be considered and posted as "temporary" in which case the employee whose position has been dealt with as "temporary" vacancy is entitled upon his return to resume his former position.

It is agreed that temporary vacancy caused by an employee's absence due to disability, sickness, injury or authorized leave of absence including vacations for a period of less than 40 calendar days may be filled by offering the position according to seniority and any subsequent vacancy that will occur from this process shall be filled at the discretion of the employer.

If said temporary vacancy is expected to be more than 40 calendar days, then it must be posted immediately.

Where a part-time or casual employee fill temporary full-time vacancies, such employee shall be considered regular part-time or casual employee.

- 6.10 If, as a result of a lay-off or for any other reasons, it is necessary to transfer or promote an employee from one job classification to another, senior employees will be given preference provided they have the qualification, aptitude, skill, efficiency and ability to meet the job requirements. Employees who receive training will be placed on trial for a period of two (2) months in accordance with article hereunder.

- 6.11 a) In the event that an employee is transferred or promoted, he/she shall be placed on trial for a period of two (2) months on successful completion of which the position shall

become permanent. If in the interim period the employee proves unsatisfactory, or if the employee desires, that employee shall be returned to his/her former position without loss of seniority or loss of former salary and any other employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position without loss of seniority and former salary.

- b) An employee who is transferred or is the successful applicant to a higher paying classification, will be placed in the new salary grid at the next greater rate of pay level, so that he or she shall not suffer any wage loss.

In the case where an employee is transferred or is the successful applicant to a lesser paying position, the employee shall be placed at the highest level of pay of his new classification provided it does not provide the employee with a salary increase.

- c) In the event that an employee's hours are reduced by more than 20% due to restructuring, the affected employee will be permitted to exercise his seniority.
- d) Without prejudice to articles 6.01 and 6.11 of the collective agreement, the employer agrees to apply the following policy to guide the temporary replacements for periods of absence of five working days or less. The decision whether or not to replace an employee on temporary absence remains at the discretion of the employer.

Offers for temporary replacements of five working days or less would be made to part-time and casual employees. It is further understood that, in case of sickness, if overtime needs to be paid for the replacement, such overtime will be offered as per Article 6.11 d).

The offer to replace another employee on temporary absence would be based on the principle of seniority, subject to the following limitations:

- 1) Any employee who is not available when called, loses her turn for that shift.
- 2) No employees shall exceed 44 hours per week.
- 3) No employees shall exceed 12 hours per day.
- 4) The employees must work a minimum of 3 hours of the replaced employee's shift.
- 5) There shall be no juxtaposition of a night shift and another immediately preceding or following shift.
- 6) Notwithstanding Article 20.08 (b), all additional hours worked shall be paid at the rate of straight time.
- 7) Notwithstanding Article 20.10, the employee shall be paid the rate of pay of the job to which she is appointed.

LOSS OF SENIORITY

6.12 An employee shall lose their seniority standing and their name shall be removed from the seniority list for any of the following reasons:

- a) If an employee quits.

- b) If an employee is discharged for just cause, and the discharge is not reversed through grievance and arbitration procedure.
- c) If an employee fails to report to work within the (10) working days of recall from lay-off after having been notified by registered mail at the employee's last known address. The onus is on the employee to inform the employer of their current address and telephone number.
- d) Is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- e) Has been on lay off for two (2) years or longer.

DISCIPLINARY RECORD

- 6.13 It is understood that the record of disciplinary action placed against an employee shall not be used against him/her after the lapse of two (2) year from the date of issue. In case of a suspension the above mentioned lapse shall be three (3) year.

ARTICLE VII - BULLETIN BOARDS

- 7.01 Subject to the prior approval of the Executive Director, the Union will have the right to post notices dealing with Union affairs on the Bulletin Boards of the Association.

ARTICLE VIII - RE-ORGANIZATION

- 8.01 In the event of any re-organization including the introduction of new programs or activities, or the deletion of existing ones, that would affect any of the provisions of the Agreement, the Employer agrees to discuss such changes with the Union within sixty (60) days prior to implementation. Any position created by such changes shall be posted in accordance with Article VI.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.01 The Parties to this Agreement agree that it is of the utmost importance to settle complaints and grievances concerning the alleged violation or the interpretation, application or administration of any of the provisions of this Agreement, and to this end agree to the following procedure.

Grievances as defined above may be taken by the employee, the Union Steward or the Union representative or a representative of the employer.

- 9.02 No grievances shall be considered where:
- a) the employee has not first given his supervisor an opportunity to redress the alleged unsatisfactory situation, or
 - b) the circumstances giving rise to the complaint occurred or originated more than

five (5) full working days before the filing of the grievance.

9.03 Grievances properly arising under this Agreement shall be settled as follows:

- a) The Union shall appoint or elect one (1) member of the Bargaining Unit who, together with a Union Steward shall constitute the Grievance Committee, the Union Steward acting as spokesman for the committee.
- b) The Union shall notify the Employer in writing of the name of the Union Steward and other members of the Grievance Committee, and the Association shall acknowledge in writing.
- c) Members so appointed or elected must obtain permission from their supervisor before absenting themselves in order to deal with grievances or other union business. Such requests will not be unreasonably refused having regard to the nature of the operation of the Association activities.
- d) The Employer agrees to pay employees their wages at regular rate for any authorized time spent on Union business and further agrees that there shall not be any discrimination exercised in any manner toward the members of the Union Grievance Committee.

9.04 Procedure

STEP 1

The aggrieved employee shall submit his/her grievance, in writing, to his/her supervisor who shall deal with it, also in writing, all further steps of the procedure being similarly dealt with in writing.

STEP 2

Failing a satisfactory settlement being reached within two (2) working days after the dispute was submitted under Step 1, the employee, together with the Union Steward, and/or Union Representative shall submit the grievance to the Executive Director within four (4) working days on a special form supplied by the Union, stating the nature of the complaint and the redress sought. The Executive Director shall render his decision within four (4) working days after receipt of such notice.

STEP 3

Failing a satisfactory settlement being reached in Step 2, the aggrieved employee, together with the Grievance Committee and/or Union Representative shall, within five (5) working days of the decision being rendered in Step 2, submit the matter to the Board of Directors of the Association who shall meet with the employee and the Grievance Committee, either directly or through a Committee of the Board, within ten (10) working days thereafter. The board or the Committee of the Board shall render its decision within five (5) working days.

STEP 4

Either party may within fifteen (15) days thereafter, refer the matter to Arbitration.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Steps 1 and 2 may be by-passed, as appropriate.

ARBITRATION

9.06 Composition of the Board

It is agreed by both parties hereto that any difference which cannot be settled after exhausting the grievance procedure shall be settled by Arbitration as defined in Section 44.2 of the Labour Relations Act. Each of the parties hereto shall bear the expense of Arbitrator appointed by it, and the parties hereto shall jointly and equally bear the expense of the third party and of any cost of the place of hearing of such Arbitration, if and when the necessity arises.

9.07 Decisions of the Board

The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board have the power to change this Agreement or to alter, modify or amend any of its provisions. The Board shall, however, have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable. However, the function of the Arbitration Board shall include the power to consider adjustments to individual job classification rates.

ARTICLE X - PREGNANCY LEAVE and PARENTAL LEAVE

10.01 Employees shall be entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act of Ontario.

10.02 Notwithstanding section 38e of the Act, employees on pregnancy or parental leave shall not be entitled to sick leave during such periods of absence.

10.03 Any male employee shall qualify for an absence allowance, known as paternity leave, of up to three (3) days at the time of birth of his child, without loss of pay.

ARTICLE XI - ADOPTION LEAVE

11.01 Where an employee seeks leave due to legal adoption, the provisions of the employment standards act and the provisions of this contract for Pregnancy and Parental Leave (Article X) shall apply where applicable.

ARTICLE XII - BEREAVEMENT

12.01 When death occurs to a member of an employee's immediate family, that is: an employee's father, mother, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, son-in-law, daughter-in-law and grandparents both sides, the employee will be granted leave and shall be paid for all wages loss, for three (3) working days.

Any such leave shall be extended to five (5) working days if the funeral takes place beyond five hundred kilometres radius from the Town of Hearst. Any such leave shall be extended to seven (7) working days, if the funeral takes place beyond eight hundred (800) km radius from the town of Hearst. In order to qualify for the above mentioned five (5) or seven (7) working days, the employee has to attend the funeral. In any event bereavement leave entitlement shall end within 7 calendar days after the day of the funeral.

Seven (7) working days leave with pay will be provided on death of an employee's spouse, or children. For the purpose of this article spouse means either of a man or a woman who:

- a) are married to each other, or
- b) are not married to each other and are living together in a conjugal relationship,
 - i) continuously for a period of not less than two years, or
 - ii) in a relationship of some permanence if they are the natural or adoptive parents of a child both as defined in the Family Law Act, 1986"
- C) Step relatives will be considered the same as blood relatives for stepmother, stepfather, and stepchildren. Stepsister and stepbrother shall be considered providing the relationship has been established prior to the employee attaining the age of 21

ARTICLE XIII - LEAVE OF ABSENCE

COURT APPEARANCE

13.01 The Employer shall grant leave of absence to an employee who serves as a juror, answers jury roll call, or is summoned as a witness in a court of law. The Employer shall pay such employee the difference between their normal earnings and payment they receive for jury service or as a court witness excluding payment for travelling, meals, or other expenses. The employee will present proof of service or attendance and the amount of pay received.

UNION BUSINESS

13.02 An employee who has accrued seniority and is on authorized leave of absence on Union business shall accrue seniority up to a maximum of 30 calendar days, while on such leave.

- 13.03 Employees who are required by the union to be absent from work for union business will be granted leave of absence provided they return to work on completion of the scheduled work business. Such leave of absence shall be with pay to an overall maximum of forty (40) hours in any calendar year.

A leave of absence without pay will be granted to a scheduled employee to attend union meeting, as long as such meeting is scheduled at a time when such employee can be spared, and so long as the duration does not exceed two (2) hours.

- 13.04 An employee who has accrued seniority and is then employed by the Union shall continue to accrue seniority for a period not exceeding one month and retain such accrued seniority for a period not exceeding twelve (12) months, unless otherwise mutually agreed to.

An employee who has accrued seniority and is then employed by the Association in a position beyond the scope of this Agreement shall continue to accrue and retain seniority for a period not exceeding twelve (12) months unless otherwise mutually agreed to. Such employee may upon proof of Union membership in good standing, exercise his seniority to return to the bargaining unit.

- 13.05 **An employee will be granted ten (10) emergency leave per year without pay.**

ARTICLE XIV - STAFF TRAINING

- 14.01 The Employer agrees at his discretion to continue the practice of sending employees to Workshops, training programs and Educational functions to upgrade and inform employees.

An employee shall not lose wages as a result of attending training programs or educational functions.

- 14.02 Subject to prior approval and to the availability of staff training funds, the cost of registration fees of a College or University course may be reimbursed following the successful completion of such course, if it is directly related to the position occupied by the employee. The employer may consider a request to advance funds.

- 14.03 When an employee is required by the Employer to attend training programs or educational functions outside of his/her regularly scheduled working hours, the employee shall be paid for all time spent in attendance at such functions at his regular rate of pay. When an employee is on his/her day off, the training can be refused, unless it is mandatory training.

Weekly meeting

If a scheduled weekly meeting is cancelled by the employer without at least two (2) hours prior warning:

- a) the hours scheduled for the meeting will be paid to the employee, unless he is

otherwise required to complete his normal work schedule,

- b) if the employee was only scheduled to attend that weekly meeting, he shall be paid two (2) hours wages.
- c) Employees will be required to attend up to a maximum of four (4) mandatory meetings and shall be paid at their regular rate of pay. These mandatory meetings will be posted on the schedule and all other meetings shall be on a voluntary basis and any other subsequent mandatory meeting will be paid at time and one half.
- d) A general meeting with the employees will be scheduled once a year.

ARTICLE XV - SICK LEAVE

Is it the intention of the Association to retain the services of a Professional to evaluate the nature and seriousness of the stress affecting our personnel, and to make recommendations as to what should/could be done to relieve excessive stress, if any. It is also our intention to initiate whatever action necessary to ensure that our employees, whom we value greatly, have safe and sound working conditions.

- 15.01 In addition to the short-term disability benefit provided for in Article 16.03, on the first day of April of each year, all employees will be credited with 7 days per year of cumulative sick leave payable at 75% their regular pay, any unused sick days shall be paid on March 31st of each year.
- 15.02 New employees will be credited up to a maximum of 7 days sick leave, on a pro rata basis, on completion of their probationary period.

In the event the part-time employees revert to full-time and vice-versa, the employees will be credited up to a maximum of 7 days sick leave, on a pro rata basis.
- 15.03 An employee shall not be entitled to both sick leave and either Workmen's Compensation or Disability Benefits.
- 15.04 An employee shall be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days and may be required to provide proof of illness for shorter absences.
- 15.05 In case of day surgery, the employee will be paid from the first day, and this will not affect his/her seven (7) days of sick leave. These extra days are not to be considered under the payment clause of article 15.01.
- 15.06 Medical certificate or medical report requested by the Employer will be paid in full by the Employer.

ARTICLE XVI - WELFARE BENEFITS

- 16.01 Welfare benefits shall be offered to employees, subject to the following:

- 1) The employer may at any time substitute another carrier, provided benefits are not decreased.
 - 2) The master contract is the official governing document.
- 16.02 The Employer agrees to maintain and to pay the full cost of the premiums for the following Life Insurance benefits for all employees:
- a) Employee Term Life Insurance at 2.5 x annual earnings.
 - b) Accidental Death and Dismemberment at 2.5 x annual earnings.
 - c) Dependent Term Life Insurance at \$10 000 for the employee's spouse and \$5 000 for each child.
- 16.03 The employer further agrees to contribute one hundred per cent (100%) of the cost of the premium of the following health-related benefits for all employees:
- a) Weekly Income Indemnity starting on the first day in case of accident or hospitalization, and on the fourth day in case of sickness, for a duration of up to seventeen (17) weeks and covering seventy five per cent (75%) of regular earnings.
 - b) Long-Term Disability (LTD) commencing after the seventeenth (17) week and covering seventy per cent (70%) of regular earnings at the time of disability, payable until age 65.
 - c) Extended Health Care paying 100% of charges made for medical care, services or supplies administered by or ordered by a physician.
 - d) Dental care, covering 100% of eligible charges for preventive and basic restoration procedures.
 - e) Vision care, providing reimbursement of up to \$275.00 in a 24 month period.
- Employees will be covered for one (1) eye examination per insured person every two (2) years. The intention of this clause is that the eye examination are to be covered over and above the amount covering the cost of glasses.

PENSION PLAN

- 16.04 The Association agrees to provide a pension plan.
- 16.05 This Pension Plan will be in the form of monthly contributions as defined hereunder, to be deposited with a Trustee to the credit of individual pension accounts under the Plan. The Association will be responsible for and pay the cost of administering the Plan.
- 16.06 Every employee shall be required to contribute \$100.00 per month toward his/her

pension plan and the Association shall contribute **\$140.00** per month.

16.07 This Pension Plan shall remain in effect as long as the employee is entitled to receive pay for time worked, or is on:

- a) Weekly indemnity,
- b) The first twelve (12) months of benefits under The Worker's Compensation Act (Ontario), or
- c) Vacation, or
- d) Jury duty, bereavement leave, maternity leave or other leave authorized by the Association.

16.08 Employees shall not be entitled to liquidate their pension as long as they remain in the employ of the Association.

PERCENTAGE IN LIEU

16.09 A part-time or casual employee regularly employed twenty-four(24) hours or less per week shall receive in lieu of benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation of otherwise, including holiday pay, save and except salary and vacation pay) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE XVII - VACATION

17.01 Employees shall receive an annual vacation with pay in accordance with credited service as of May 31 each Year. Vacation pay shall be paid first pay period of July. For all casual employees, vacation pay will be paid on each pay.

Vacations will be taken in blocks of 5 working days. Two (2) blocks of 5 working days of vacation can be taken individually.

- Less than one (1) year:
 - as per Employment Standard's Act
- One (1) year or more:
 - two (2) weeks time off with 4% vacation pay
- Three (3) years or more:
 - three (3) weeks time off with 6% vacation pay
- Six (6) years or more:
 - four (4) weeks time off with 8% vacation pay
- Twelve (12) years or more:
 - five (5) weeks time off with 10% vacation pay
- Twenty (20) years or more:
 - Six (6) weeks time off with 12% vacation pay

One (1) week vacation shall be equivalent to five (5) working days.

- 17.02 Vacation shall be scheduled according to seniority by April 1st of each year and the Employer will approve such vacation by May 15th. An employee shall take vacation time off at a time which is satisfactory to the employee and the employer, except that an employee in a vocational service will be required to take vacation time off during the duration of the vacation shutdown of such service. Annual vacations of residential employees won't normally be approved during Year End statutory holidays, except that annual vacation may be approved to one (1) such employee at a time, subject to a reliable and suitable replacement and alternative replacement being available. Employees may work and maintain their vacation time during a shut down.
- 17.03 An employee leaving the service at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- The Employer will advise the employees of any vacation cancellation two (2) weeks prior to the date the vacation was scheduled to be taken
- Employees will advise the Employer of any cancelled vacation two (2) weeks prior to the date the vacation was scheduled to be taken.
- 17.04 If a paid holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day off for each holiday, in addition to the regular vacation time or at a time mutually agreeable to the employee and the Executive Director.
- 17.05 Should an employee be on sick leave prior to a scheduled vacation period, and the illness extends into the vacation period, the employee shall be considered to be on sick leave until they return to work, when the vacation period will be rescheduled. The employer may request proof of illness by a medical practitioner.
- 17.06 Should an employee be on a scheduled vacation leave and become hospitalized, the employee may request the rescheduling of that portion of the vacation for which the employee was hospitalized. The employer may request proof of the period of hospitalization.
- 17.07 Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his/her basic straight time rate for all hours worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each days on which he /she has worked.
- 17.08 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article XII.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's credit.

ARTICLE XVIII - STATUTORY HOLIDAY

18.01 The Employer recognizes the following as paid holidays for employees:

New Year's Day	January 2 nd
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving
Christmas Eve Day	Christmas Day
Boxing Day	New Year's Eve Day

Plus two (2) days floater per year, between April 1st and March 31 subject to one week's prior approval and completion of probationary period.

18.02 Except in cases where Saturday or Sunday is a scheduled work day, when any of the above-noted holidays falls on a Saturday or Sunday, the Friday preceding or the Monday following shall be recognized for holiday purposes, as mutually agreed between the Employer and the Union.

18.03 If an employee works on a statutory holiday, the employee will receive time and one-half the regular time for those hours, in addition to the employee's regular day's pay for the statutory holiday.

18.04 Off duty employees shall be paid an amount equal to ten percent (10%) of their regular bi-weekly earnings.

18.05 Employers will endeavor to provide either X-mas or on New year day off.

18.06 **Year End Statutory Holidays shall be scheduled according to seniority by April 1st of each year and the Employer will approve such Year End Statutory Holidays by May 15th. Year End Statutory Holidays of residential employees won't normally be approved, except that they may be approved to one (1) such employee at a time, subject to a reliable and suitable replacement and alternative replacement being available.**

ARTICLE XIX - JOB CLASSIFICATION

19.01 The parties recognize three classifications of employees as follows:

Developmental Service Worker
Night attendant - Residence
Support worker

ARTICLE XX - HOURS OF WORK

20.01 The following paragraphs are to define the hours of work and shall not be construed as

a guarantee of work per day of per week unless otherwise specified.

20.02 For the purpose of this Agreement, a Saturday, Sunday, or holiday shall begin at midnight at the beginning of that day and end at midnight the same day.

20.03 Unless otherwise specified, the work week for employees shall consist of forty (40) hours. Employees may be required to work in excess of their regular day, or shift, or week. Except in cases of emergency, or where specific overtime work arrangements have been mutually agreed to between the Association and the Union, an employee will, upon his reasonable request, be excused from working overtime.

20.04 Should an employee report for work and be advised that he is not required for reasons beyond his control, he shall receive four (4) hours pay at his regular rate of pay.

Should an employee be released from work or training before the scheduled time, that employee shall be paid according to the scheduled time, or the actual time, whichever is greater.

In any circumstances, if the employer decides to close the services, the employee must be paid to the end of their shift to a maximum of four (4) hours.

20.05 Because of the special nature of the activities of the Association it is recognized that the work week of all employees must vary according to the nature of their duties (i.e. classification), as follows:

a) **Developmental Service Worker**

The normal work week of full time **Developmental Service Workers** shall be as follow:

Life Skills program, 35 hours per week,
Work day shall normally be from 8:30 to 4:30

SEP program, 35 hours per week,
Work day shall normally be from 8:30 to 4:30

Residence, 32 or 36 hours per week,
Week day work hours shall normally be from 8:00 am to 4:00 pm or 4:00 pm to 12:00 am
Weekend shifts shall normally be from 12:00 pm to 12:00 am

SIL program, 30 hours per week.
Work day shall normally be from 10:00 to 5:00

However, because of the special nature of the activities of the SIL, Life Skills and SEP **Developmental Service Workers**, it is recognised that a work schedule with flextime is required.

The employer, according to the needs of the residents, and after consultation with the union, can adjust the start and finish time of shifts. If a consensus is not reached the union can use the mediation process to resolve the issue.

b) Night Attendant

The normal work week for a full time Night Attendant shall be 32 hours per week.
Week day work hours shall normally be from 12:00 am to 8:00 am
Weekend shifts shall normally be from 12:00 am to 12:00 pm

Night attendants at the Residence shall receive the higher regular rate of pay of a counsellor from the time of rising, namely from 7:00 am week days and 8:00 am on weekends.

The employer, according to the needs of the residents, and after consultation with the union, can adjust the start and finish time of shifts. If a consensus is not reached the union can use the mediation process to resolve the issue.

c) Support Worker

The normal work week for a full time Support Worker shall be between 24 to 44 hours per week on a flex time hours basis if required.

The employer, according to the needs of the residents, and after consultation with the union, can adjust the start and finish time of shifts. If a consensus is not reached the union can use the mediation process to resolve the issue.

Work schedule

20.06 The hours of work for the aforementioned employees shall be set out in a schedule covering a two (2) week period, and the said schedule shall be posted no later than two (2) weeks prior to the beginning of the start of the schedule.

Shift Premium

20.07 A shift premium of fifty (.50) cents per hour shall be paid for all hours worked between the hours of 6:00 p.m. and 8:00 a.m.

Overtime

20.08 a) If an employee is required or otherwise authorized to work beyond his scheduled or ordinary work day, as the case may be, he shall be paid at the rate of straight time up to (8) eight hours per day, and at the overtime rate of time and one half (1½) his regular pay, after eight (8) hours;

b) If an employee is required or otherwise authorized to work beyond his scheduled

or ordinary work day, as the case may be, he shall be paid at the rate of straight time up to (40) forty hours per week, and at the overtime rate of time and one half (1½) his regular pay, after forty (40) hours;

- c) All unscheduled hours worked on a Sunday or statutory holiday shall be paid at the rate of double the employee's regular hourly hours;
- d) If an employee works on a scheduled statutory holiday, that employee will receive time and one half his regular pay for the hours worked, in addition to his regular pay for the statutory holiday;
- e) Employees at their discretion, shall be allowed to accumulate any authorized overtime hours worked. Such accumulated overtime (time off) shall be taken at a time mutually acceptable to the employee and the employer, but shall not be accumulated over a period longer than twelve (12) months when it shall be paid off.
- f) An employee who is called out for work after completing his shift shall receive time and one half for the hours worked and in no case shall he receive less than two (2) hours pay at the straight time rate.
- g) It is agreed and understood that all Call-in hours will be offered first to employees who are not scheduled on that day.

Meal and Coffee Break

20.09 There shall be a fifteen (15) minute coffee break at the mid point of each half shift.

Meals and coffee breaks are included in the normal paid shift of the employees. Employees receive salary for being on such supervisory duties.

Temporary Transfers and Reassignments

20.10 Any employee who is temporarily transferred to another job for which the rate of pay is different from that employee's regular rate of pay, shall be paid while so employed as follows:

- a) if the rate of pay for the job to which he/she is transferred is less than the employee's regular pay, he/she shall receive his/her own higher regular rate of pay, and
- b) if the rate of pay for the other job is higher than the employee's regular rate of pay, he/she shall receive that higher rate of pay.

Field Trips, medical appointments and summer camps

20.11 Field trips, Medical appointments, and Summer camps consist of out of town trips involving employees and clients, as authorized by the Executive Director. Employees shall be paid a maximum of sixteen (16) hours straight time for every day away on such trips (overtime is non applicable). Meals and rooms, as defined by the employer, shall be paid in full.

- a) Fields trips and Medical appointments will be offered to employees according to the participants needs or request. Scheduled employees shall be on a voluntary basis as long as at least one week notice of non-attendance is given.
- b) Summer camps will be distributed according to seniority.
- c) Special Olympics games event and outing will be done by the coach of the discipline on a voluntary basis and all additional staffing will be distributed according to seniority.

Standby

20.12 If an employee is requested by the employer and agrees to remain for duty on standby outside of the normal working hours, while management employees are out of town, this particular employee shall receive standby pay of \$10.00 per 24 hours period and will stay within a maximum of 30 minutes driving radius of the town.

ARTICLE XXI - JOB RECLASSIFICATION

21.01 The rate of pay for any position coming within the scope of this Agreement, but not covered by this Agreement, which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and rate of pay of the job in question such disputes shall be subject to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE XXII - STRIKES AND LOCKOUTS

22.01 It is agreed that there shall be no walkouts, lockouts or other similar interruption of work during the life of this Agreement.

ARTICLE XXIII - PAY SCHEDULE

23.01 Pay day shall be every second Thursday.

23.02 The employer shall pay wages in accordance with Schedule A for hours worked until the preceding Saturday.

23.03 The Employer will give the employees a notice before deducting garnishee monies from their pay cheque.

ARTICLE XXIV - PAY EQUITY

- 24.01 Both parties agree that the above mentioned wage schedule satisfies the requirements of the Ontario Pay Equity Legislation.

ARTICLE XXV - AVAILABILITY OF AGREEMENT

- 25.01 One (1) month after ratification in english. The French version of the agreement will be delivered from the Union within 3 months of ratification. It is understood that the English version of the Collective Agreement is the official document.

ARTICLE XXVI - TERM OF AGREEMENT

- 26.01 This Agreement shall be in effect for **three (3) years**, starting June 1st, **2012** to expire May 31st **2015**, unless termination or changes are desired by either party in which event the party desiring the change shall serve notice in writing upon the other party at least sixty (60) days prior to the termination date. The said notice must state the reasons for opening of negotiation. This Agreement remains in effect until a new Agreement has been negotiated and signed. Then, the Agreement becomes null and void.

ARTICLE XXVII - WORKING CONDITIONS

- 27.01 A life-line system has been installed at the Group Home.
- 27.02 The rate per kilometre allocated to travelling will be **forty-two (.42) cents/km**.

WAGES SCHEDULE A

Lump sum payment of \$300.00 at ratification, for full time employees.

DEVELOPMENTAL SERVICE WORKER

		<u>June 2013</u>	<u>June 2014</u>
Category 3*	Basic	21.76	21.98
	One year	22.15	22.37
	Two years	22.68	22.91
	Three years	22.92	23.15
Category 2	Basic	19.98	20.18
	One year	20.45	20.65
	Two years	20.75	20.96
	Three years	21.00	21.21
Category 1	Basic	19.40	19.59
	One year	19.84	20.04
	Two years	20.07	20.27
	Three years	20.38	20.58

NIGHT ATTENDANT-RESIDENCE

Basic	17.41	17.58
One year	17.91	18.09
Two years	18.16	18.34
Three years	18.51	18.70

-
- Category 3: ♦ DSW diploma or all courses of the DSW program acquired while working for the Association, except Work Experience Stages, Courses in Communication, and Computer courses, as defined by the Association.
- ♦ Alternative criteria:
1. University:
 - B.A. in Psychology or Social work
 - Permanent teaching certificate
 2. College:
 - Social worker diploma or Behavioral science technician (BST) diploma.

PLUS one (1) year experience in a relevant educational function.
 3. Nine (9) years experience as a counsellor,
 4. DSW certificate and six (6) years experience as a counsellor.

Note: Alternate criteria number 3 and 4, no longer applies as of June 1st, 2003 for all future hiring.

- Category 2: ♦ DSW certificate as defined by the Association: Basic Health Care, Introduction to DSW, Programming Skills 1 & 2 or equivalent Person-centered Planning courses, PLUS one (1) year experience in a relevant educational function.

- ♦ Alternative criterion:
Six (6) years experience as a counsellor.

Note: Alternate criteria no longer applies as of June 1st, 2003 for all future hiring.

- Category 1: No qualification.

SCHEDULE B

SAFETY BOOTS

The association agrees to provide safety boots to employees required to wear same in the course of their duty with the association.

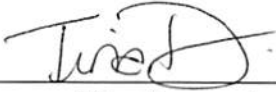
Such safety boots are not to be removed from the premises of the association.

SIGNED IN HEARST ONTARIO, THIS 14th DAY OF NOVEMBER, 2013.

FOR THE ASSOCIATION:



Chantal G. Dillon



Tina Desormiers



Francine Roy

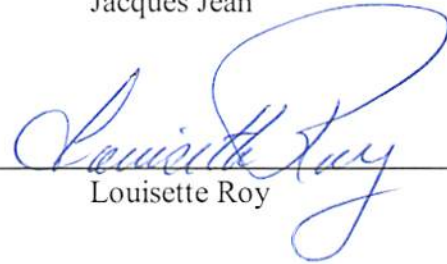


Stéphanie Larose

FOR THE UNION:



Jacques Jean



Louisette Roy