COLLECTIVE AGREEMENT

COMMUNITY LIVING GUELPH WELLINGTON

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 4392

April 1, 2012 to March 31, 2014
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Article 1 - General Purpose and Definitions

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

1.02 It is agreed and understood that the key objective of the parties is to fulfill the mission of the Community Living Guelph Wellington (CLGW) in an efficient and professional manner and that the parties shall cooperate and this Agreement shall be interpreted at all times in a manner consistent with achieving this objective and in the interests of the clients of CLGW.

1.03 No supervisors shall perform work covered by this Agreement if it causes a lay-off of a full-time bargaining unit Employee.

1.04 Definitions

“Association” or “Employer” or “CLGW” shall mean Community Living Guelph Wellington.

“Day(s)” shall mean calendar days.

“Full-Time Employee” shall mean an Employee in a permanent position who regularly works more than twenty-four (24) hours per week and who has passed the probationary period.

“Part-Time Employee” shall mean an Employee who is regularly scheduled twenty-four (24) or less hours per week and who has passed the probationary period.

“Relief Employee” shall mean an Employee who is not regularly scheduled and who is assigned to replace Employees on an ad hoc basis or provide services during a short-term high intensity care period, for periods of less than one (1) month in duration. A Relief Employee may also be used in these capacities for periods greater than one (1) month. The Employer may cancel or change scheduled shifts.

“Employees in a Temporary Position” shall mean an Employee working in a Full-time or Part-Time position for a predetermined period of time, not to exceed twelve (12) months.

All references to the feminine gender in this Agreement shall also be read in the masculine gender and vice versa, wherever the context requires.

Article 2 - Recognition and Scope

2.01 Community Living Guelph Wellington recognizes the Canadian Union of Public Employees (CUPE) and its Local 4392 as the exclusive bargaining agent of all Employees of the Community Living Guelph Wellington in the County of Wellington, save and except Coordinators, those above the rank of Coordinator, office and clerical staff.
Clarity Note:

For purposes of clarity, the clerk/receptionist at ARC Industries is an office/clerical Employee and is not included in the bargaining unit.

2.02 The word “Employee” or “Employees” wherever used in this Agreement shall mean only those Employees in the bargaining unit described above.

2.03 In order to provide a measure of job security to the employees in the bargaining unit, the Employer shall not contract out work performed by the bargaining unit unless otherwise mutually agreed.

2.04 No Employee shall be required or permitted to make written or verbal agreement with the Employer or its representative, which may conflict with the terms of this agreement.

2.05

a) The Employer agrees that a volunteer shall not be used, with respect to a Full or Part-Time position, to replace a position, to reduce scheduled hours, nor to cause a lay-off.

b) When a parent or a representative of a supported person, or a supported person her/himself, enters into a written agreement with the Employer for the provision of supports or services from the Employer, the Employer shall use only bargaining unit members to provide such supports or services.

c) It is recognized that an outside caregiver employed by the supported person or his/her representative may be used in transition and/or on a short-term basis, provided that it does not result in the replacement of a position, prevention of a permanent job posting, reduction of scheduled hours, nor cause a lay-off.

Note: Above is proposed provided it is understood would not apply to “flow through” arrangements, for example IRMI.

Article 3 - Management Rights

3.01 The Union acknowledges and recognizes that the management of the Employer’s operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an express provision of this Agreement. The Union also recognizes the right of the Employer to make and alter from time to time rules and regulations which are reasonable and do not conflict with the terms and conditions of the collective agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

a) Maintain order, discipline and efficiency;

b) Hire, assign duties, transfer, promote, demote, classify, retire, lay-off, recall, discharge, suspend or otherwise discipline Employees, provided that a claim of discharge or discipline without just cause by an Employee who has completed her probationary period may be the subject of a grievance and dealt with as hereinafter provided;
c) Determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standard of service, the direction of the working force, the services to be provided and the methods procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments and working schedules, the methods of doing the work and the working establishment for any service and the standards of performance for all Employees;

d) Determine the qualifications of Employees, the number of Employees required at any one time; introduce new and improved methods, facilities and equipment; control the amount of supervision; to increase or reduce personnel in any particular area; solely and exclusively manage it’s operations.

Article 4 - No Discrimination

4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction or coercion exercised or practised by either party or their representatives or members because of any Employee’s membership or non membership in the Union.

4.02 The Union agrees that there will be no union activity or solicitation for membership on the Employer’s premises, except as provided for in this Agreement.

4.03 The Employer and the Union agree that there will be no harassment or discrimination as defined under the “Ontario Human Rights Code”, or the Occupational Health and Safety Act, each as amended. In the event an Employee wishes to lodge a formal complaint alleging a breach of this section, she may have the assistance of a Union Steward or member of the Union executive in presenting her complaint.

Article 5 - No Strikes or Lockouts

5.01 During the term of this Agreement the Union agrees there will be no strikes and CLGW agrees there will be no lockouts. The words strike and lockout shall have the meaning given to them in the Ontario Labour Relations Act, 1995, as amended.

Article 6 - Check-Off

6.01 The Employer shall deduct from the pay of every member of the Bargaining Unit monthly dues, initiations, or assessments as designated by the Union.

The Employer will include the amount of union dues deducted from Employees on the T4 slips.

6.02 Deductions for Union membership dues made during each month shall be forwarded to the Secretary Treasurer of the National Union not later than the fifteenth (15th) day of the following month accompanied by a notice of changes to the list of names of
Employees from whom the deductions have been made. The Employer shall provide a copy of the dues check off list to the Local Union Secretary Treasurer at the same time. “The dues check off list will include a breakdown listing each employee, full or part-time status, and amount of dues paid each month.”

6.3 The Union agrees to keep the Employer harmless and indemnified from any claims against it by an Employee or any other party, which arises out of any deduction under this article.

**Article 7 - Union Representation**

7.01 The Employer acknowledges the right of the Union to select and elect from amongst Full-Time and Part-Time Employees who have completed their probationary period, a total of four (4) Stewards and one (1) Head Steward and will endeavour to have one steward from each operating “cluster” of CLGW.

7.02 The Union recognizes and agrees that the Stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the Stewards during working hours, in order to assist an Employee in presenting his grievance to the designated representatives of the Employer in accordance with the Grievance Procedure provided, program needs are not sacrificed. In accordance with this understanding, the Employer agrees to compensate the Steward at his regular straight time hourly rate for time lost from his regular working hours when servicing grievances hereunder provided the Steward shall first obtain written permission from his immediate team coordinator before absenting himself from his duties. Such permission shall not be unreasonably withheld. Prior to returning to work the Steward must report to his team coordinator or designate.

7.03 The Employer agrees to recognize a negotiating committee composed of up to four (4) Employees who have completed their probationary period to represent Employees of the Association with respect to negotiating renewals of this Agreement as provided. At least one of the Employees on the negotiating committee shall be a Full-Time Employee and at least one Employee shall be a Part-Time Employee. The Union Negotiation Committee shall be paid their regular wages for negotiations where they otherwise would have been regularly scheduled to work, including any regularly scheduled evening or night shifts that may be cancelled immediately prior to or following any scheduled negotiation meetings up to Conciliation.

7.03 (b) **Bulletin Boards**

The Employer agrees that the Union may utilize one half of the staff bulletin boards in its facilities and shall permit such posting as the Union requires to conduct Union affairs and inform the membership.

7.04 The Union must notify the Employer in writing of the names of Stewards and names of the Executive Committee and members of all recognized committees and their respective effective dates of their appointment before the Employer is obligated to recognize them. It is understood that the President of the Union or designate and the
Executive Director or designate are automatically members of all recognized committees in addition to those specified.

7.05 The Employer and the Union shall each name up to three (3) representatives to the Labour - Management Committee which shall meet not less than twice per calendar year at times mutually agreed upon by the parties. One of the Union representatives to this committee shall be a Part-Time Employee. The purpose of these meetings will be to discuss matters of mutual concern in an open manner.

It is understood that all discussions at these meetings are on a without prejudice basis and may not be referred to, nor relied upon in any manner, in the grievance and arbitration process, unless a resolution to an issue is reduced to writing and expressly provides that the parties shall rely upon the resolution to govern future situations. Representatives of the Union shall be paid for such time in attendance at Labour-Management Committee meetings during their regular working hours at their regular rate of pay.

7.06 a) The Employer and the Union will cooperate regarding their respective obligations under the Occupational Health and Safety Act, as amended. The Employer will support a Joint Health and Safety Committee consisting of no more than (5) five representatives of the Union and (5) representatives of the Employer. Employees shall be compensated for their obligation and attendance at meetings in accordance with the “Act”. It is agreed that each member of the JHSC will be allowed three (3) hours of paid time at their regular rate of pay every two (2) months to prepare for the JHSC meetings.

b) In the event of the death or critical injury of an employee, or where due to an accident, explosion or fire, an employee is disabled from performing his/her usual duties, or requires medical attention, as defined in Part V11 of the “Occupational Health and Safety Act”, and applicable regulations, the Employer shall provide the necessary reports to those persons as may be required by this legislation.

c) Violence in the Workplace Reports and Employee Accident Reports will be provided to the co-chairs of the joint JHSC, or designate, for review and analysis. Information will be taken to the JHSC for discussion and action, if required. A copy of the Employee Accident Reports shall be forwarded to the Union President within (4) four calendar days.

7.07 The Union shall have the right to have the assistance of a Representative of the National Union when dealing or negotiating with the Employer. Such Representative shall have access to the Employer’s premises in order to investigate and assist in the settlement of a grievance, upon prior notification to the Executive Director or a designated member of management.

7.08 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate, and the President of Local 4392 and the National Representative at his/her last known address.
7.09 The Employer shall provide an opportunity for a member of the Union Executive, or a Steward, to meet with new Employees for up to 15 minutes to familiarize the Employee with the Union and Collective Agreement, which shall be provided at this time. The Union Executive or Steward shall not lose any regular paid time to attend to such duties. In the event that such duties requires more than forty-five (45) minutes, including travel, during regular working hours, the Union shall reimburse the Employer for the wages beyond such time. Where possible this shall be done during the Executive's or Steward's regular scheduled shift.

The costs of printing copies of this collective agreement shall be shared equally between the parties.

7.10 The Employer agrees to provide to the Union a list of hiring's, transfers, terminations and leaves on a quarterly basis. The Union shall notify the Employer in writing as to who is to be provided this list.

7.11 The Employer agrees to provide the Union, in June and December of each year, an up-to-date list of their members’ home address and phone numbers. The Employer further agrees to forward a copy to the CUPE Area Office.

7.12 The Employer agrees to place any new or amended policies in a binder at each site for all employees to review and initial in accordance with existing requirements. A copy will be provided to the Union President and Head Steward.

**Article 8 - Grievance Procedure**

8.01 A grievance shall be defined as any difference arising out the interpretation, application, administration or alleged violation of this Agreement, or as otherwise specified by the Labour Relations Act.

8.02 The grievance procedure shall be as follows:

**Step1:**
It is understood that an Employee has no grievance until she has first discussed her complaint with her immediate coordinator and offered him/her an opportunity to resolve the complaint. The discussion between the Employee and the immediate coordinator shall take place within seven (7) days after the circumstances giving rise to the complaint have occurred, or when the Employee ought reasonably to have been aware of such circumstances. In the event that the discussion does not result in an agreeable resolution at the time of the discussion, the Employee (or Group) shall immediately contact their steward to prepare and submit a signed grievance to the coordinator within seven (7) days of the verbal response. The coordinator shall respond in writing within seven (7) days of receiving the written Grievance, and failing resolution, the Grievance may be submitted to Step 2 within a further seven (7) days from the date of the written response. Grievances shall be submitted in writing and signed by the grievor (s). The nature of the grievance, the remedy sought and the sections of Agreement, which are alleged to have been violated, must be set out in the grievance submission. Where a grievance is initiated by more than one Employee, such Group Grievance shall be signed by all Employees who are grieving.
Step 2:
An Employee having followed the procedure in Step 1, and the complaint not having been resolved, shall refer the grievance to the Client Services Manager or other manager as designated by the Executive Director, with a copy to the coordinator. The manager shall deliver her decision in writing within seven (7) days of the date the grievance was received. The decision shall be in writing, with a copy sent to the Executive Director and Steward. If no reply is forwarded within seven (7) days the grievance shall be deemed to have been denied on the seventh (7th) day. If there is Agreement, the process is completed.

Failing settlement, then:

Step 3:
Within seven (7) days following the decision under Step 2, the Union shall submit the written grievance to the Executive Director, or designate. The Executive Director shall meet with all parties to the grievance within seven (7) days of receiving the Step 2 grievance. The Executive Director, or designate shall provide a written decision within seven (7) days of the grievance meeting. If no reply is forwarded within seven (7) days the grievance shall be deemed to have been denied on the seventh (7th) day.

8.03 Policy Grievance

A policy grievance is defined as a grievance arising directly between the Employer and the Union of a matter which could not have been raised by an individual or group of Employees and which concerns the interpretation, application, administration or alleged violation of this Agreement. It is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an Employee or Employees and that the regular grievance process shall not be by-passed. It is agreed that a Policy Grievance shall be originated under Step 3 and the time limits set out above shall appropriately apply.

8.04 Failing Settlement, under the foregoing procedure, of any grievance between the parties, the grievance may be submitted to arbitration in accordance with the provisions herein. If no written notification of a request for arbitration is received within fifteen (15) days of the Step 3 decision, the grievance shall be deemed to be settled and no further action may be taken regarding the grievance.

8.05 In the interest of certainty and good labour relations, any grievance not initiated or properly processed within the mandatory time limits specified above shall be considered abandoned.

8.06 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

8.07 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration wherever possible. Therefore, notwithstanding the current provisions dealing
with referral to arbitration, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance(s) and may extend the time limits for the request for arbitration. The parties will share the fees and expenses, if any, of the mediator.

A request to utilize the services of a mediator must be submitted by either party within fifteen (15) days of the Step 3 decision. Nothing shall preclude the parties from agreeing to mediate a grievance at any time once the grievance procedure has been completed.

Mediation may be attended by representatives of the Union and the Employer. It is understood that the grievor is also entitled to be present at mediation should the Union request. The Employer agrees to pay lost wages and benefits for up to three (3) representatives from the Union for time spent during regular working hours in mediation where they otherwise would have been regularly scheduled to work.

Any concessions, discussions or offers to settle the grievance, which occur during mediation, are without prejudice to each party’s position at arbitration.

Grievances not resolved at mediation may be forwarded to arbitration in accordance with Article 9.

**Article 9 – Arbitration**

9.01 *Arbitration Procedure*

If either party, following the exercise of the Grievance Procedure in Article 8 decides to submit a grievance to arbitration, they shall give to the other party written notice of intention to arbitrate within fourteen (14) days. This notice shall state the matter in dispute and shall state the Article or Articles of this Agreement that have allegedly been violated or misinterpreted. The notice shall also state whether a single Arbitrator or an Arbitration Board is desired.

9.02 *Arbitration - Single Arbitrator*

Within seven (7) days, the party receiving the written notice shall advise the other party whether it agrees on a single arbitrator, if such has been requested. If it agrees to a single arbitrator and the parties cannot agree on the arbitrator within seven (7) days of receipt of such notice, the Minister of Labour for the Province of Ontario shall be requested to appoint an arbitrator.

9.03 *Arbitration - Board*

If a single Arbitrator has not been requested, or if the party receiving the notice does not agree to a single Arbitrator, the party receiving the notice shall, within seven (7) days of receipt of such notice, advise the other party and, at the same time, name its Nominee to the Arbitration Board.

9.04 *Arbitration - Board - Notice of Appointee*
The party receiving the last mentioned notice in 9.03 shall, within seven (7) days, advise the other party of its Nominee to the Arbitration Board.

9.05 Failure to Appoint

If the recipient of the notice fails to name a Nominee to the Arbitration Board, the appointment shall be made by the Minister of Labour upon the request of either party.

9.06 Composition of Board of Arbitration

The two (2) Nominees shall, within twenty-one (21) days of the receipt of the last notice (see 9.04) confer and attempt to agree on a Chairperson. If they are unable to agree, they shall request the Minister of Labour for the Province of Ontario to appoint one.

9.07 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation.

9.08 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision 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 of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of grievance by any remedy, which it deems just and equitable.

9.09 Expenses of the Arbitrator or Board

Each party shall pay:

1. the fees and expenses of their Nominee (in the case of a Board); and
2. one-half (½) of the fees and expenses of the Chair (or sole Arbitrator).

9.10 Amending Time Limits

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

Article 10 – Discipline, Suspension and Discharge

10.01 A claim by an Employee who has successfully completed her probationary period, that she has been unjustly discharged, or suspended shall be treated as a special grievance if a written statement of such grievance is lodged at Step 3 of the grievance procedure within
seven (7) days after the date of provision of the written reasons for such discharge, and the time limit set out shall be appropriately applied. An Employee who has not completed her probationary period may not grieve, unless such grievance pertains to an alleged breach of a legislative requirement, such as the Human Rights Code, or the Employment Standards Act.

10.02 **Discipline, Suspension and Discharge Procedure**

An Employee who has completed her probationary period may be dismissed but only for just cause. When an Employee is disciplined, discharged or suspended, he/she shall be offered the assistance of his/her Steward. Such Employee and the Union shall be advised in writing by the Employer within one working day (24 hours) of the reason for such discharge or suspension. A copy of all disciplinary notices of suspension or discharge will be given to the Employee and the Chief Steward. The notice shall state the reason(s) for the discipline. Upon written request from the Union, the Employer shall provide to the Chief Steward, in writing, disclosure of the facts relied upon to justify such discipline. Such communication is without prejudice to the grievance and arbitration process.

10.03 **Adverse Report**

The record of discipline of an Employee shall not be used against the Employee at any time after twenty-four (24) months, unless there is recurrence of related incidents requiring disciplinary action.

10.04 **Discipline, Suspension, Discharge**

When the Employer meets with an employee for investigation where the employee may be subjected to discipline, the employee may request the presence of her union steward for the sole purposes of being a witness and note-taking.

**Article 11 - Seniority**

11.01 Seniority shall be defined as length of service within the bargaining unit.

11.02 a) An Employee shall be considered on probation and shall not be subject to the Seniority provisions of this Agreement nor shall her name be placed on the seniority list until she has successfully completed the probationary period of one thousand and forty (1040) hours worked but not longer than 12 calendar months for Part-Time Employees, and not longer than 24 calendar months for Relief Employees. The probationary period may be extended by mutual consent.

b) Any Employee who has passed the probationary period and who subsequently becomes a Regular Full-Time Employee shall not be subject to any waiting period for Health & Welfare, Pension or Sick Leave Benefits, except as otherwise provided herein.

11.3 The termination of a probationary Employee during her probationary period shall be made solely at the discretion of the Employer and not be subject to the grievance or arbitration process. After successful completion of her probationary period, such Employee’s
seniority shall be adjusted to reflect time worked from her most recent date of hire into the bargaining unit.

11.04 An Employee who is successful in posting into a higher classification shall be given a trial period of forty-five (45) days worked.

The Trial Period may be extended with mutual consent between the parties. If the employee is posting from Part-Time or Relief into a Regular Full-Time position and has passed probation, she will, upon successful completion of the Trial Period be enrolled in the Extended Health, Dental, Group Life and Long Term Disability Benefit Plans) as set out in the “Empire Life Insurance Employee hand book” as at August 1, 2007), and shall have credits accrued retroactively to the start of the Trial Period, for Personal Emergency and Sick Leave, and Vacation.

11.05 At any time during the trial period, if either the Employer or the Employee determines that the Employee does not have the skills or ability to perform the job or cannot meet the requirements of the job, the Employee shall be returned to her former job if available, or a similar job.

11.06 Seniority shall be lost and an Employee shall be deemed to quit her employment with the Employer if she:

a) retires or resigns her employment;
b) is discharged for cause and not reinstated;
c) he/she is absent from work in excess of five (5) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
d) he/she fails to return to work within in seven (7) days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address;
e) is laid off for a period of the lesser of eighteen (18) months or the length of her seniority;
f) fails to report for work upon the expiration of any leave of absence granted to her without a satisfactory reason;
g) **In the case of a Relief Employee, does not work a direct support shift for six (6) consecutive pay periods, provided shifts were offered during that period.**
h) utilizes a leave of absence for a purpose other than that for which it is granted; or
i) is absent due to illness in excess of twenty four months, subject to the provisions of the “Ontario Human Rights Code”;

11.07 It is the Employee's responsibility to keep the Employer informed of her current address. If an Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an Employee.

11.08 The Employer shall maintain a seniority list outlining the name, classification and seniority of each bargaining unit Employee. An up-to-date seniority list shall be posted on **the Employer’s intranet and updated** in April and September of each year.
11.09 If an Employee is transferred to a position outside of the Bargaining Unit, she shall retain her seniority earned prior to the date of transfer, but shall not accumulate any further seniority. After a period of one (1) year said Employee shall lose all seniority.

11.10 Where an Employee is promoted or transferred in accordance with the provisions herein to a higher classification on the wage grid, she will not have a reduction in pay, but will be placed in the new classification at the next highest wage rate to her existing wage rate (not including the probationary rate in the new classification if they have already passed probation).

**Article 12 - Postings**

12.01 When a new position is created, or when a vacancy of a permanent nature occurs, the Employer shall post notice of the position on the CLGW website for a period of seven (7) days.

*Any temporary vacancy resulting from a leave of six (6) months or more shall be posted and shall be awarded to the senior qualified applicant.*

In the event a work site relocates to another address, it will not constitute the need for job postings.

The Employer reserves the right to fill a vacancy on a temporary basis until the posting process has been complied with and the successful applicant assigned to the job concerned.

12.02 Information on Postings

Such posting shall contain the following information:

a) nature of position;
b) location(s);
c) skills, qualifications, required knowledge and education;
d) number of hours of work per week and wage.

12.03 Outside Advertising

The Employer may advertise externally concurrent with the internal posting, but would not consider external applicants unless there are no suitable seniority applicants.

**Selection**

12.04 a) In filling a vacancy, if the skills, ability, experience and qualifications are relatively equal between two or more Employees, seniority shall be the directing factor when decisions are made with regard to posted vacancies in the bargaining unit.

b) Should job qualifications be amended by the Ministry or other government regulation, subject to such regulation, bargaining unit members will be deemed
to have necessary qualifications for their current position, and any other position with the same qualifications for the purposes of job postings.

12.05 The Employer need not consider the successful applicant for other vacancies or postings for a period of six (6) months after the Employee begins in the new position.

12.06 A Full-Time or Part-Time Employee may request to transfer to Relief Employee's status, which may be granted at the Employer's discretion. Such discretion shall not be applied in an arbitrary or bad faith manner. An Employee who so transfers cannot apply to a posting for a Full-Time or Part-Time position for a period of 12 months following the transfer to Relief status.

12.07 When there are Employer initiated transfers which may occur due to the following reasons:
   1. Occupational Health and Safety Act – Violence in the Workplace, Toxic or Poisoned Work Environment, Bullying;
   3. Job Performance Issues;
   4. Ontario Labour Relations Act – Medical/Disability Accommodations;

The Employer will conduct the transfers as set out below.

Whenever possible, employees will be transferred to a comparable vacant position (e.g., day program, buy comparable scheduled hours). In the event there is no comparable vacancy and another employee will have to be displaced because of this transfer, the displaced employee will be the most junior employee at the identified work location within the same job classification and with comparable scheduled hours.

Article 13 - Lay-off and Recall

13.01 a) For a full time or part-time employee a lay-off shall mean any point where there is a reduction in hours on a posted schedule for an employee in her current position of at least 10% from her established scheduled hours. For this purpose, the established scheduled hours for an employee in her position shall be the regular number of hours for a schedule, as set out in the job posting for which the employee obtained the position. For Employee’s occupying Full-time positions as of May 13, 2013 the established scheduled hours shall be the number of scheduled hours for the schedule in effect as of May 13, 2013.

b) for a Part-time employee, a Lay-off shall mean a reduction in a posted schedule where the scheduled hours are at least 10% less than the average of the previous year’s monthly scheduled hours, excluding those months where and employee was on a temporary assignment or on a leave of absence in that month.

13.02 The Employer shall, business conditions permitting, give the union sixty (60) days’ notice in writing in the event the Employer, or if it is informed that the Ministry, is
contemplating or planning reductions and/or closure of programs, services, or supports; or restructuring, that will cause layoff.

13.03 Within five (5) calendar days of the posting of such layoff notice, the Employer agrees to meet with the Union to discuss the following:
   a) the reasons for the layoff;
   b) the services to be provided after layoff;
   c) identify vacant or temporary positions;
   d) the method of implementation of the layoff;
   e) all reasonable options such as attrition, voluntary leaves of absence, retraining and voluntary exit plans, etc.

13.04 In the event of a proposed layoff, it shall be implemented in the following order at the affected site or program:
   a) probationary employees; then
   b) the most junior employee in the affected classification

13.05 Seniority Employee(s) will have the right to displace an employee with less seniority who is the most junior employee within the same classification at any site or program, that is regularly scheduled the same or less hours per month, provided they have the qualifications to adequately perform the duties and requirements of the position. Should no such position be available within her classification, she will then have the right to displace the most junior employee within a lower classification at any site or program, that is regularly scheduled the same or less hours per month, provided they have the qualifications to adequately perform the duties and requirements of the position.

13.06 Within three (3) calendar days of the posting of such layoff notice, the affected seniority employee(s) will advise the Employer that they will either displace another employee as set out above, or accept the layoff.

   The employee informed of such displacement will then have three (3)calendar days to advise the Employer that they will either displace another employee or accept the layoff. No further displacement of employees will take place beyond twenty eight (28) calendar days from the posting of the layoff notice.

13.07 Employees will be recalled in order of seniority. Duration of recall shall be in accordance with Article 11.06 based upon seniority at the time of layoff. Upon recall the employee's seniority shall be adjusted to include the time on layoff.

13.08 The Employer shall continue to pay its share of such insured benefit premiums on behalf of any employee who has provided payment for their regular share of benefit premiums to a maximum of the period set out in Article 18.07 for a Leave of Absence.

13.09 New employees shall not be hired until those eligible for recall have been given an opportunity of recall, provided those employees on layoff can adequately perform the duties and requirements of the position.
13.10 Should grievances be filed as a result of layoff the grievance will start at the third step.

13.11 The President of the local shall be deemed to have the highest seniority in the bargaining unit and shall be entitled to assert such deemed seniority for the purposes of layoff and recall provided that they have at least five (5) years seniority.

**Article 14 - General**

14.01 **Personnel Records**

An Employee shall have the right to have access to and review his/her personnel records annually in the presence of designated personnel staff and may receive copies of any documents which he/she has not already received copies of.

14.02 The Employer, wherever possible, agrees to give two week’s written notice to permanent Full-Time and Part-Time Employees who are transferred by the Employer. No Employee will be transferred outside of the bargaining unit without their consent.

14.03 A First Aid Kit shall be supplied by the Employer to each location of the Employer.

**Article 15 - Hours of Work**

15.01 It is hereby expressly understood and agreed that the provisions of this article are for the purpose of computing overtime and shall not be construed to be a guarantee of, or limitation upon, the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

15.02 Shift schedules will be established by the Employer consistent with an efficient operation and highest standard of service.

The parties agree that shifts shall be offered based upon the employee's stated availability, and shall not be offered in circumstances that place the employee into an overtime position, or otherwise prevented by hours of work requirements in the Collective Agreement or legislation. To facilitate the procedure below, relief employees and full-time and part-time employees that wish to be offered additional hours, should ensure they provide their current availability and phone number to their supervisor.

In the event that the Employer needs to fill a vacant shift due to a full-time or part-time employee advising the Employer, that she cannot work her regular shift and the Employer needs to fill the vacant shift, the Employer agrees, subject to operational considerations, to attempt to fill the shift on an equitable basis as follows:

1. Part-time employees who regularly work in that program.
2. Relief employees trained in that program.
3. Part-time from another program who are trained in that program.
4. Full-time employees not already scheduled for forty (40) hours who regularly work in that program.
5. Full-time not scheduled for forty (40) hours from another program who are trained in that program.

6. Relief employees outside of that program, subject to operational considerations.

15.03 a) The regularly scheduled hours for Full-time Employees shall be up to forty (40) hours in a week and shall not be greater than ten (10) hours per day, except Sleep Over Shifts, which are pursuant to 15.08.

b) The regularly assigned hours for a Part-Time Employee shall not exceed twenty-four (24) hours in a week, except under exceptional circumstances, including but not limited to, sick leave replacement, etc., for no longer than six (6) consecutive months.

c) The Employer agrees to set forth the work schedule at least four (4) weeks in advance, unless there are exceptional circumstances. Where reasonably possible, the Employer shall provide at least twelve (12) hours notice of such change.

d) Employees shall be entitled to paid meal breaks for consecutive hours worked, as follows:
   i) three (3), but less than five (5) 1 x 15 min.
   ii) five (5), but less than eight (8) 1 x 30 min.
   iii) eight (8) or more 1 x 30 min. + 2 x 15 min.

e) Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of same. In order to ensure continuity of service in emergency situations, it is agreed and understood that Employees shall remain at work beyond the conclusion of their regular shift until they are relieved by another Employee. In such a circumstance where the Employer requires the Employee to work more than one (1) hour beyond the end of her shift, she shall receive payment at the rate of 1½ times her regular hourly rate for time so worked. If an Employee is required to work three (3) hours or more beyond her shift, she may access food from the house.

f) Employees will not have their scheduled hours reduced in a pay period because of overtime, unless the request to do so is initiated by the Employee and agreed by the Employer.

g) Full-time and Part-time Employees shall not have her scheduled hours reduced as a result of being required to attend a Staff Meeting.

h) All Full-Time Employees will not be required to work more than one (1) weekend in every six (6) weekends, unless agreed otherwise by the Employee or the condition to work weekends was a stated requirement of the position.
15.04 a) If an Employee is authorized to work and does work in excess of forty (40) hours in a week, she will be entitled to receive payment at the rate of 1 ½ times their regular hourly rate for time worked.

b) When a Full-time or Part-time Employee is called in to work when not otherwise scheduled (not to include a change to a scheduled shift), the Employee will be guaranteed a minimum of four (4) hours at her regular rate, unless the shift is scheduled as less than four hours.

c) When a Relief Employee is called into work and arrives to work, the Employer will pay the Employee a minimum of three (3) hours pay at her regular rate.

15.05 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the majority of hours are worked, in the event that it is evenly split, being the day on which the shift began.

15.06 Employees shall be paid for required attendance at any meetings outside of their scheduled hours in accordance with the provisions herein.

Should an Employee be requested to attend a mandatory training or mandatory staff meeting on their day off, the Employee will be paid for their attendance in accordance with this collective agreement and should he/she elect, may take an equivalent number of unpaid hours off at a mutually agreed time.

15.07 Where the Employer accepts an Employee’s proposal to accompany clients on an overnight holiday or vacation, the Employee(s) it is agreed that sixteen (16) hours in each twenty-four (24) hour period shall be considered as time worked. Notwithstanding other provisions of the Agreement, an Employee will earn her regular straight time hourly rate for such hours.

15.08 a) A Sleep Over Night Shift shall mean a shift where the Employee is permitted to sleep during the shift but is required to be available to assist with any situation requiring attention during the night.

b) The regular pay rate for a Support Worker 1 is set out in Schedule A. Where the scheduled shift is twelve (12) or more hours, the Employee shall receive payment of ten (10) hours at the applicable Support Worker 1 rate, and two hours at the applicable Support worker 3 rate. If while working a Sleep Over Night Shift the employee is awake for more than four (4) cumulative hours (or six (6) hours for a 12 or more hour shift) to tend to the needs of residents, the Employee will be paid for those hours at the applicable Support Worker 3 rate, as set out in Schedule A, provided the required documentation is provided to the Team Coordinator.

15.09 There shall be no pyramiding of benefits under this Agreement.
Article 16 - Paid Holidays

16.01 For the purposes of this Agreement, the following days shall be recognized as paid holidays:

- New Years Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Civic Holiday
- 1 Float Day

16.02 Where an Employee is scheduled to work on the paid holiday, the Employee shall receive either of the following:

a) paid her public holiday pay for the paid holiday, plus time and one-half for each hour worked on the paid holiday; or,

b) paid her non-overtime regular wages for the hours worked on the paid holiday and have another day substituted for the paid holiday within the next twelve (12) months at a time to be mutually arranged between the Employer and the Employee. Should the Employee wish to exercise her right in option 16.02 (b) she must inform the Employer in writing two weeks in advance of this choice.

Should the Employee be accepting a schedule change within the two weeks prior to the paid holiday, the Employee shall let the Employer know their choice at that time.

16.03 Where a paid holiday falls on a day when an Employee is not scheduled to work, the Employee shall receive a subsequent regularly scheduled day off in lieu of the paid holiday within the next sixty (60) days at a time to be mutually arranged between the Employer and the Employee.

16.04 Beginning with Thanksgiving holiday, 2009. An Employee who fails to work her scheduled shift before and after the said holiday, or who fails to work on the paid holiday if scheduled, shall lose her entitlement for that paid holiday unless such absence is due to an approved Article 18 leave or bona fide illness. Public holiday pay is defined as the total amount of regular wages and vacation pay payable, shall include monies paid for employees who take a day off with pay for sick leave and bereavement to the Employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20.

16.05 When scheduling for Paid Holidays, the Employer will use the following procedure, by location:

Offer shifts to Relief Employees, recognizing that Relief Employees may elect whether or not to work. If all shifts cannot be filled;
Offer shifts to Part-Time Employees. If all shifts cannot be filled;

Offer shifts to Full-Time Employees. If all shifts cannot be filled;

Schedule Full-time and Part-time Employees in reverse order of seniority at each location, except for those Full-Time Employees who have had vacation approval in accordance with Article 17.03.

Full-time and Part-time Employees will be provided at least four (4) weeks notice of the requirement to work.

16.06 For Good Friday, Easter Monday, and Christmas Day, where an Employee of a non-Christian faith desires to observe a different day in furtherance of her bona fide religious observance, the Employee may advise the Employer in writing of the religious requirement to observe such religious holidays. The Employee shall then, in January of each year inform the Employer in writing of the dates of up to three (3) holidays per calendar year that the Employee wishes to observe instead. Notwithstanding any other provision in the collective agreement, and pursuant to the provisions of the Employment Standards Act., these substituted holidays shall be treated as the Paid Holiday at the time they are taken, which shall not be more than 12 months after the Paid Holiday for which it is substituted, and the Employee shall not receive any premium pay in the event she is required to work on any of Good Friday, Easter Monday, and Christmas Day, as she shall take a substitute day for her Paid Holiday.

Article 17 – Vacation

17.01 For the purposes of calculating vacation entitlement, the vacation year shall run from April 1st to March 31st of the following calendar year.

17.02 Full-Time Employees

Vacation credits cannot be used until they have been earned. There shall be no carry over of vacation credits beyond the vacation year. Under exceptional circumstances vacation credits for the previous year may be carried over at the discretion of the Executive Director. Employees are eligible to use vacation credits after they have successfully completed their probationary period.

Vacation credits do not accrue during any unpaid Leave of Absence. Vacation credits accrue up to the first six (6) weeks of a paid Sick Leave.

Employees earn vacation credits for each year of Full-Time active service, or part thereof, as follows:

For the first four (4) full years 3 reg. work weeks
After four (4) full years 4 reg. work weeks
Plus, for each additional full year one additional day
beyond four (4)

After nine (9) full years 5 reg. work weeks

Plus, for each additional full year beyond nine (9) one additional day

After fourteen (14) full years 6 reg. work weeks

17.03 Vacation Schedule

The Employer will post a vacation schedule form listing Full-Time Employees and their amount of vacation credits available no later than April 30th each year. Each Full-Time Employee must indicate her vacation preference on the form by May 15th. The Employer shall finalize the vacation schedule and shall post such schedule by May 31st for the upcoming vacation year. The Employer shall endeavour to grant requested vacation times.

Vacation approval will be granted based on operational requirements. Should multiple requests be submitted for the same period of time and location, approval(s) shall be granted according to seniority. Employees shall not be granted more than three (3) consecutive weeks of vacation time.

Vacation requests submitted after May 15th will be approved on a first come, first serve basis within the operational requirements of the work location. Employees who request vacation time after May 15th will not bump another Employee’s approved vacation time.

17.04 Part-Time

Part-Time Employees shall be paid a premium amount of four percent (4% of regular wage in lieu of paid vacation time, payable in each pay period, and otherwise in accordance with the Employment Standards Act, as amended until they complete their probation at which time the four per cent (4%) will be increased to six (6%).

17.05 Relief Employees

Relief Employees shall be granted vacation pay in accordance with requirements of the Employment Standards Act, as amended.

Article 18 - Leaves of Absence

18.01 Personal Emergency and Sick Leave

a) Full-Time Employees

Full-Time Employees, who have completed probation, will be granted a personal sick leave bank equal to eighteen (18) regular workdays on April 1 of each year. These hours may be taken as sick time for the Employee or where the Employee must be absent because of illness or emergency of a member of their immediate
family. Any hours taken will be rounded to the next half day.

Credits can be accumulated to a maximum of 100 worked days.

**Clarity Note**

Any Full-Time employee who, as of September 4, 2007, has a sick bank of more than 100 work days shall have her sick bank grandfathered above 100 work days until such time as her sick bank credits fall below 100 work days after which her sick bank cap shall also become 100 work days to be earned as per 18.01 at 18 work days added April 1 subject to the cap.

An Employee returning from sick leave may be requested to provide a physician’s note authorizing their return to work. Any cost of producing such note will be the responsibility of the Employee.

b) **Part-Time, Temporary & Relief Employees**

Part-Time, Temporary & Relief Employees shall receive Emergency Leave in accordance with the *Employment Standards Act*, as amended.

c) If the Employer requires a medical note to substantiate an Employee's medical absence from work, the Employer shall reimburse the Employee for one half of the costs of the note, up to three notes in a calendar year.

18.02 **Maternity Leave**

Maternity Leave shall be granted in accordance with the *Employment Standards Act*, as amended. The Employer shall ensure that Employees have access to the Policy Manual which shall describe the entitlement and procedure.

18.03 **Parental Leave**

Parental Leave shall be granted in accordance with the *Employment Standards Act*, as amended. The Employer shall ensure that Employees have access to the Policy Manual which shall describe the entitlement and procedure.

**Union Activity Leave**

18.04 a) Leaves of absence without pay, but with accumulation of seniority shall be granted, upon three (3) weeks written notice, except in cases of emergencies, to the Employer, to Employees elected or appointed to represent the Union at conventions, seminars and/or meetings. Such leave is subject to the operational requirements of the Employer.

b) Long term leaves without pay or other compensation but with accumulation of seniority, of up to two (2) years may be granted in order for an employee to accept a temporary assignment with the Union. It is agreed that the employee will return to their previous classification at the conclusion of the leave.
c) The Employer agrees to continue the Employee’s normal pay and benefits during such leave and further agrees to invoice the Union for the wages and benefits and any other applicable compensation so that there will not be any interruption to the Employee’s regular pay.

d) The Union is requesting that the Employer supply a breakdown in regard to Union leave as follows:

   Name(s) of employee(s);
   Date(s) of absence(s);
   List of number of hours used by each employee;
   Total number of hours used;
   Total costs(s) by regular hourly wage, benefits, pension.

18.05 Jury and Witness Leave

An Employee who is selected for service as a juror or who is subpoenaed as a witness, will be compensated for loss of pay from her regularly scheduled hours at her regular rate less the fee received for his services as juror or witness.

18.06 Bereavement Leave

   a) When death occurs in the immediate family of an Employee, the Employee shall be allowed up to five (5) days away from work with pay, beginning with the day following the date of death, for the purpose of attending or making arrangements for the funeral, or such other arrangements agreed to with the Employer.

      "Immediate family" shall mean current spouse, common-law partner, same sex partner, father, mother, brother, sister, son, daughter, step-child, mother-in-law, father-in-law, step-parent, grandparents, grandchildren, son-in-law or daughter-in-law.

   b) In the event of the death of a current brother-in-law, or sister-in-law, niece or nephew, or ward, up to three (3) days shall be allowed off with pay to attend to the funeral or other arrangements.

   c) In the event of the death of an aunt, uncle, grandparents-in-law and step-grandparent, the Employee shall be allowed one (1) day off to attend the funeral or other arrangements. The Employee shall have the option of using a vacation day, lieu time or taking an unpaid day.

   d) An Employee who is on vacation at the time of a bereavement for which they are entitled to bereavement leave shall not have their vacation credits reduced for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date by mutual agreement between the Employee and the Employer.

   e) Employees may elect to set aside one (1) day of their bereavement leave under 18.06 (a) or (b) to attend a memorial service or burial at a future date.
18.07 Unpaid Leave of Absence

a) A leave of absence is an authorization for an Employee to be absent from work for a definite period of time, which has been approved in advance by the Employer. Employees on a leave in excess of 30 days may continue benefit coverage by payment of premiums during the leave, subject to plan requirements. The Employer shall continue pay its portion of the premiums only for the first ninety (90) days of the leave.

b) The Employer may in its sole discretion, grant a leave of absence without pay. Leaves of absence must be requested in advance of the required leave, in writing to the Client Service Manager or his designate with a copy to the Employee's immediate team coordinator.

c) An Employee on an Article 18 leave of absence for a period in excess of ninety (90) days will not accrue service or seniority for the full term of the absence, unless required by statute.

d) The Union is requesting that the Employer supply a breakdown in regard to union leaves as follows:
   Name of Employee;
   Date(s) of absence;
   List number of hours used by each employee;
   Total number of hours used;
   Total cost(s) by regular hourly wage, benefits, pension.

18.08 Local Union President Leave

The Local Union President is authorized to use eight (8) hours per week for Union Leave to attend to matters related to the operation of the Local Union without loss of seniority and service. The Employer agrees to have the Union President’s normal pay and benefits continue during this time and to invoice the Local Union on a monthly basis for said wages and benefits. The Local Union President and the Executive Director or designate will work out a schedule for such leave. The Employer will undertake to provide appropriate coverage for the President while away from their normal duties on union business.

It is further agreed that the Local Union President’s leave is time allowed in addition to Article 7.03 and 7.05.

Article 19 - Employee Benefits

19.01 Full-Time Employees

Upon successful completion of the qualifying period set forth in the Policy, each Full-Time Employee shall enroll in the Extended Health, Dental, Group Life, and Long Term
Disability Benefit Plans (as set out in the “Empire Life Insurance Employee Handbook” as at August 1, 2007), as well as the Multi-Sector Pension Plan.

Full-Time Employees may opt out of Extended Health and Dental coverage upon provision of satisfactory proof of alternate coverage under another plan.

The Employer agrees that it shall amend the ODA Fee Schedule in the “Empire Life Insurance Employee Handbook” to the 2011 ODA Fee Schedule.

The Employer shall not change the present benefits carrier without consulting with the union in the Labour-Management Committee. In the event the Employer changes the benefits carrier, it shall ensure that the coverage remains substantially the same as the existing coverage.

The Employer shall continue its existing premium contributions for the Extended Health and Dental benefits and Group Life, which shall be 80 percent by the Employer and 20 percent by the Employee. The Employees shall continue to pay 100 percent of the premiums for Long Term Disability coverage.

Eligibility for payment of benefits from all plans referenced herein shall be subject to the terms of the specific Plan documents. The Employer shall not be the insurer of the benefit Plans and its responsibility is limited to payment of premiums.

19.02 Part-Time, Relief and Temporary Employees

a) Part-Time, Relief and Temporary Employees are not eligible to participate in the Extended Health, Dental, Group Life and Long Term Disability Benefit Plans (as set out in the “Empire Life Insurance Employee handbook: as at August 1, 2007).

19.03 a) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

b) Commencing on November 1, 2012, each eligible Employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 4% of applicable Wages to the Plan. Applicable Wages means regular wages inclusive of overtime and premiums, vacation pay, and sick pay when not in receipt of RBC Weekly Indemnity or LTD benefits. Eligible Employee shall mean all employees in the bargaining unit who have completed 700 hours of work with the Employer.

c) The Union acknowledges and agrees that other than making its
contr ibutions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

d) The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

e) It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

Article 20 - Wages and Allowances

20.01 a) The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

b) Employees shall progress from one Level to the next on the wage grid on each Anniversary Date of beginning work in that Job Classification, which shall be as follows:

<table>
<thead>
<tr>
<th>Upon completion of Probation**</th>
<th>Level 2</th>
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<tbody>
<tr>
<td>One year from starting in Job Class</td>
<td>Level 3</td>
</tr>
<tr>
<td>Two years from starting in Job Class</td>
<td>Level 4</td>
</tr>
</tbody>
</table>

**Note: In the event that the Employee takes more than one year to complete probation, then she moves to the position on the grid based on the number of years since starting in the Job Classification.

c) Any Employee who, as part of her position is required to use her personal vehicle to transport clients or for other Employer purposes, must possess a current valid driver’s license (G or higher), and submit proof that she has at least $1,000,000 public liability and property damage insurance. Employees who use their personal vehicle for the Employer’s business shall be paid an allowance of $0.46 per kilometre driven which shall be full compensation for the use of the vehicle, including all costs and insurance. To receive this allowance, the Employee must submit the appropriate form for reimbursement. Should a client damage an Employee’s vehicle while being transported as authorized by the Employer, the Employer shall reimburse the Employee for such repairs upon provision of satisfactory documentation.
d) **The Employer will post a description of any available training opportunities on the intranet. Interested employees may submit a training request form to their supervisor.**

For training and conferences, the Employer agrees to pay an Employee the cost of her meals to a maximum of $20.00 per day subject to maximum of $8.00 for breakfast and lunch and $12.00 for dinner for approved activities provided:

i) the Employee is on official, authorized Employer business at a site other than the Employer’s premises during the normally accepted meal periods;

ii) the Employee submits satisfactory proof of the cost of such meals within thirty days of the meal; and

iii) such costs do not include alcoholic beverages.

e) **Clothing Allowance: Safety Boots**

The Employer agrees to reimburse up to a maximum of $100.00 every 2 (two) calendar years.

20.02 The Employer will endeavour to have Agency vehicles available to transport clients. Whenever possible, clients will be encouraged to use public transit. The Employer will continue to maintain its existing insurance coverage for non-owned automobile coverage which extends 3rd part liability coverage up to $10 million for Employees driving their vehicles while doing business on behalf of the Employer. The Employer agrees that no Employee shall be required to use her personal vehicle for business purposes when her insurance carrier has provided a statement in writing that it will not cover her for such business use.

**Article 21 - Inclement Weather**

21.01 a) All staff are expected to make every reasonable effort to report for work. When staff are unable to attend work, from their principal place of residence, due to inclement weather, they must notify their work location at least one hour prior to regular reporting time. The Employee will work with the Employer to determine whether there is any available work accessible at any location. Should there be no work accessible to the Employee, they have the option of using one of the following: vacation time or loss of salary for that time.

b) If a program is closed by the Association, Employees will be paid for time lost with no expectation that the time be made up or covered in any other way. The purpose is to not take wages away from Employees but to make weather conditions fair for all Employees whether they live close to work or not.
Article 22 - Duration

22.1 This Agreement shall be effective from April 1, 2012 to March 31, 2014 and shall continue automatically thereafter during periods of one (1) year unless either party notifies the other in writing within ninety (90) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. No amendments to the collective agreement shall be retroactive unless expressly indicated and all amendments shall otherwise take effect upon the date of ratification by both parties.

IN WITNESS THEREOF the parties hereto have executed this Collective Agreement on this 15th day of October, 2012.

COMMUNITY LIVING GUELPH WELLINGTON

CUPE LOCAL 4392

[Signatures]

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## Schedule A
### April 1, 2012 to May 12, 2013
#### Year - One

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<th>Classification</th>
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<td><strong>Support Worker 4:</strong></td>
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<tr>
<td>Maintenance Staff</td>
<td>$18.99</td>
<td>$19.87</td>
<td>$20.33</td>
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<td>Regular Full Time</td>
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Schedule B  
May 13, 2013 to March 31, 2014  
Year - Two

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<th>Level 2</th>
<th>Level 3</th>
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<td><strong>Support Worker 1:</strong></td>
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<td>Sleep over nights (Sleep Hours)</td>
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<td>Relief Staff Part Time Nights (awake)</td>
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<td><strong>Support Worker 3:</strong></td>
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<td>Nights Awake Reg. Part Time</td>
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<tr>
<td>Maintenance Staff Regular Full Time</td>
<td>$19.30</td>
<td>$20.18</td>
<td>$20.64</td>
<td>$21.07</td>
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LETTER OF UNDERSTANDING - Re: Hours of Work

Pursuant to the Employment Standards Act and any necessary approvals thereunder, the parties agree that Employees may choose to work beyond their regular work day and beyond forty-eight (48) hours in a work week, not to exceed sixty (60) hours in a work week, in accordance with the terms as otherwise set out in this collective agreement.

COMMUNITY LIVING
GUELPH WELLINGTON

Dee Young
Rickelle
A. Gurney

CANADIAN UNION
OF PUBLIC EMPLOYEES

J. Smith
B. Alexander
J. Smyth
LETTER OF UNDERSTANDING - Re: Health and Safety Policies

The Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to comply with all duties and responsibilities under the Occupational Health and Safety Act and its Regulations as may be amended from time to time.

The Employer agrees that any proposed amendments to its existing policies, including violence in the workplace, (Policies G110-280) will first be discussed through the Joint Health and Safety Committee. Either party may seek the assistance of a consultant/representative to assist the Committee.

COMMUNITY LIVING
GUELPH WELLINGTON

[Signatures]

CANADIAN UNION
OF PUBLIC EMPLOYEES

[Signatures]
LETTER OF UNDERSTANDING - Re: Government Lobbying

The Employer agrees to lobby the Provincial Government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobby will be for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

COMMUNITY LIVING
GUELPH WELLINGTON

[Signatures]

CANADIAN UNION
OF PUBLIC EMPLOYEES

[Signatures]
LETTER OF UNDERSTANDING-Re: Criminal Reference Check

The Employer and the Union agree that for audit purposes, Criminal Reference checks will be conducted from a random selection of employees.

A spot check will be conducted yearly, each employee will only be subject to this procedure once every five years.

The employer will send out consent forms to the individuals selected and will cover all costs associated with the CRC. The Employer will notify the union should there be any concerns when the spot check is complete.

Community Living Guelph Wellington

Canadian Union of Public Employees

[Signatures]

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LETTER OF UNDERSTANDING re: Workplace Violence and Health & Safety

Workplace Violence and Health & Safety

While recognizing the Employer’s legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

Violence means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force, threats or physical intimidation, or severe verbal abuse. It also includes incidents of domestic violence entering the workplace. It is understood that incidents of workplace violence, as defined in this clause, can occur at off-site workplace locations including the homes of clients.

The policies and procedures shall be part of the Employer’s health and safety policy and be made readily available to each employee. The policies and procedures will include but not be limited to:

(a) Provision of adequate information about the previous actual or potential violent behaviour of a resident or client towards employees.
(b) Adequate arrangements to investigate cases where violence and assaults against employees have occurred.
(c) Provision either under the JH&S committee or joint labour-management committee to annually review and/or amend the effectiveness of anti-violence policies.
(d) A reporting procedure to document incidents of workplace violence.

The Employer agrees that any proposed amendments to its existing policies related to Health and Safety of employees will first be discussed through the Joint Health and Safety Committee. Either Co-Chair may seek the assistance of a consultant/representative to assist the Committee.

Where the Employer agrees with suggested amendments to policies at either Labour Management or the Joint Health and Safety Committee, the Employer shall recommend the revised policy to the Board of Directors for approval. The Employer agrees that in all cases where employees or the Union identify a risk of violence to staff, the Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level.
It is understood that the measures and procedures are in addition to and not a replacement for a training program about dealing with violence. It is also understood that this provision does not impede an employee from exercising their rights under the Occupational Health and Safety Act provisions concerning the right to refuse unsafe work.

Community Living Guelph Wellington

Canadian Union of Public Employees

B. Gundersen
B. Randall
B. Smyth

J. Smith
E. May
LETTER OF UNDERSTANDING re: Respectful Workplace

The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour.

The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee’s dignity and well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over a period of time. It can include such behaviours as:

- rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people’s reputations;
- actions that invade privacy or personal property or unwelcome gestures;
- display or distribution of electronic material that offends.

Employees who believe that they are being subjected to disrespectful behaviour should contact their supervisor, and may seek the assistance of their steward if desired. Employees who are found to be behaving in a disrespectful manner may be subject to disciplinary action.
LETTER OF UNDERSTANDING re: RBC Plan

In cases where employees are injured in the course of employment, the Employer will continue to review requests on a case by case basis where employees request compensation for reasonable and customary medical expenses beyond that covered by the RBC Plan and will continue to work with the employee to facilitate their access to benefits and rehabilitation services under the applicable insurance coverage.

Community Living
Guelph Wellington

Canadian Union
of Public Employees

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LETTER OF UNDERSTANDING re: Professional Colleges

There will be no requirement for any bargaining unit member to become a member of a College unless required by a Ministry directive, regulation or legislation.

Should the Ministry mandate that bargaining unit members become a member of a College the parties agree to meet through Labour-management in order to discuss and negotiate terms and conditions in relation to any requirements around implementation of a professional college.

Community Living Guelph Wellington

Canadian Union of Public Employees

Brenda Kendall

D. Gurno

B. Alexander

J. Smyth
Letter of Understanding: Core Competencies

In order to support the professionalism of all employees, a policy will be jointly developed and agreed, within 6 months of ratification, recognizing Community Living Guelph Wellington's commitment to the adoption of Core Competencies.

CLGW is committed to abiding by the guidelines set out in "The Intentions of Core Competencies: and the "Implementation Team Guidelines" provided in the Core Competencies Implementation Guide, when adopting Core Competencies.
LETTER OF UNDERSTANDING – Re: Developmental Services Advisory Group

In the interest of continuing to recruit and retain a qualified workforce to meet the needs of the people we support, CLGW would agree to participate in the formation and activities of a Development Services Advisory Group ("DSAG") should such a group be developed at a provincial level.

Community Living Guelph Wellington
Yours,

[Signature]

Brenda Macdougall

Canadian Union of Public Employees

[Signature]

BAlexander

[Signature]

EMcH

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LETTER OF UNDERSTANDING - Re: Additional Funding

If at any time during the collective agreement the MCSS provides the Employer with additional funding for the wages or benefits of bargaining unit employees, exclusive of pay equity, the employer will meet with the Union to negotiate the allocation of this funding to bargaining unit employees. The parties agree that the Employer shall address the weekly 90 hour reduction in hours previously implemented first and then toward a general wage or benefit increase. Upon request, the employer shall provide the Union with information related to the funding increase.

The Employer acknowledges that it will not reduce hours or lay-off employees as a result of the implementation of this agreement. The employer agrees that it will not lay-off employees or reduce hours of work unless there is a significant increase in costs (not including pay equity), or deduction in funding. If the employer is considering lay-offs or further reductions in hours between the date of Ratification and March 31, 2014, it will meet with the Union to discuss the reasons and whether there are alternative measures that may be implemented.

Employer agrees to participate in the CUPE Ontario Funding Campaign.

Parties agree to meet during the term of this collective agreement to discuss the possible conversion to an STD Plan, or other alternatives in relation to the Sick Pay, at the next round of bargaining.
LETTER OF UNDERSTANDING - Re: FULL-TIME POSITIONS

Where there is a potential opportunity to create a new full-time position, either party may request a meeting to discuss the viability of creating the full-time position.

Deb Young
B. Foy
G. Gurne
Brandon Randall

J. Smytt
B. Alexander
E. Wilson