

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 448**

and

Community Living Prince Edward

Full-Time and Part-Time Relief Employees

DURATION: April 1, 2018 – March 31, 2021



Sector 2
4-448-5330-20210331-2

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - CHECK-OFF OF UNION DUES	2
ARTICLE 3 - MANAGEMENT	3
ARTICLE 4 - NO DISCRIMINATION	4
ARTICLE 5 - UNION REPRESENTATION	4
ARTICLE 6 – POSTING/FILLING OF VACANCIES OR NEW POSITIONS.....	8
ARTICLE 7 - PAY ADMINISTRATION	10
ARTICLE 8 - TEMPORARY ASSIGNMENTS	10
ARTICLE 9 - HOURS OF WORK	12
ARTICLE 10 - OVERTIME.....	15
ARTICLE 11 - SHIFT SCHEDULES	17
ARTICLE 12 - REST PERIODS.....	18
ARTICLE 13 - CALL-BACK	18
ARTICLE 14 - MEAL AND OTHER EXPENSES.....	18
ARTICLE 15 - HEALTH AND SAFETY	18
ARTICLE 16 - TRAVEL ALLOWANCE.....	23
ARTICLE 17 - NON-PYRAMIDING OF PREMIUM PAYMENTS.....	24

ARTICLE 18 - LAY-OFF AND RECALL.....	24
ARTICLE 19 – CONTRACTING OUT/WORK OF THE BARGAINING UNIT	28
ARTICLE 20 – SENIORITY	28
ARTICLE 21 - PROBATION	31
ARTICLE 22 - GRIEVANCE PROCEDURE	32
ARTICLE 23 - ARBITRATION.....	34
ARTICLE 24 - NO STRIKE OR LOCK-OUT.....	35
ARTICLE 25 - SPECIAL LEAVE	35
ARTICLE 26 - BEREAVEMENT LEAVE	36
ARTICLE 27 - COURT ATTENDANCE LEAVE	36
ARTICLE 28 - PREGNANCY, PATERNITY AND ADOPTION LEAVE.....	37
ARTICLE 29 - EMPLOYEE BENEFITS.....	37
ARTICLE 30 - VACATIONS	39
ARTICLE 31 – HOLIDAYS	42
ARTICLE 32 - SICK LEAVE	44
ARTICLE 33 – WORKPLACE SAFETY AND INSURANCE	46
ARTICLE 34 - WAGES.....	46
ARTICLE 35 - CREDIT FOR SERVICE ON TRANSFER	47
ARTICLE 36 - PERSONNEL FILE.....	47
ARTICLE 37 - CREDIT STATEMENT	47

ARTICLE 38 - PERFORMANCE OF DUTIES	48
ARTICLE 39 - PRINTING OF AGREEMENTS	48
ARTICLE 40 – GENERAL	48
ARTICLE 41 – SEVERANCE PAY	49
ARTICLE 42 - WORKLOAD	50
ARTICLE 43 - DURATION.....	50
LETTER OF UNDERSTANDING #1	52
RE: VEHICLES	52
LETTER OF UNDERSTANDING #2	53
RE: INSURANCE	53
LETTER OF UNDERSTANDING #3	54
RE: SUMMER AND CHRISTMAS VACATION SCHEDULE	54
LETTER OF UNDERSTANDING #4	56
RE: 12 HOUR SCHEDULING PATTERN	56
LETTER OF UNDERSTANDING #5	59
RE: WAGE RE-OPENER	59
LETTER OF UNDERSTANDING #6	60
RE: PART-TIME CONVERSIONS.....	60
LETTER OF UNDERSTANDING #7	61
RE: PROVINCIAL TRANSFORMATION INITIATIVES	61
LETTER OF UNDERSTANDING #8	62
RE: JOINT COMMITTEE ON STAFF SCHEDULING	62
LETTER OF UNDERSTANDING #9	63
RE: HRAP	63

LETTER OF UNDERSTANDING #10 **65**
 RE: CENTRAL BARGAINING/CENTRAL FRAMEWORK AGREEMENT..... 65

LETTER OF UNDERSTANDING #11 **66**

GOAL & VISION **67**

SCHEDULE 'A' **68**
 EFFECTIVE JUNE 15, 2017 68
 EFFECTIVE OCTOBER 4, 2018 69
 EFFECTIVE APRIL 1, 2019 70

PREAMBLE

The Employer and the Union wish to ensure that the best interests of the people served by Association staff at all levels are maintained within a collective bargaining relationship. The purpose of this Agreement is therefore to establish and maintain collective bargaining relations between the Employer and the Union representing the employees in the bargaining unit described below, to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain fair and reasonable working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement in order to ensure that the services provided by Association staff at all levels are of the highest possible quality and consistent with the Association's goal and vision statement, a copy of which is attached to this Collective Agreement as Appendix A.

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all its employees in Prince Edward County, save and except Executive Director, Director Supports and Services, Director of Finance & Administration Program and Administrative Managers, Executive Assistant, Manager Human Resources, Quality Assurance Manager, persons supported through government employment programs, persons on contract with the Employer (except those performing normal bargaining unit work), persons working in the Personalized Support Program, office and clerical staff, and students employed during the school vacation period.
- 1.02 In this Agreement, "full-time employee" means an employee who normally works the hours described in Article 9 and includes "Reduced Full-Time" employees.
- 1.03 The number of Reduced Full-Time positions, within the organization, will not exceed 16 employees.

- 1.04 In this agreement "Part-time Relief" means an employee who is employed on a relief basis and may be scheduled one (1) month in advance.
- 1.05 All references to the female gender in this Agreement shall also be read in the masculine gender or vice versa, whenever the context so requires.

ARTICLE 2 - CHECK-OFF OF UNION DUES

- 2.01 The Employer shall deduct from the bi-weekly pay of every employee in the bargaining unit an amount equivalent to such union dues as may be designated in writing by the Union from time to time. Such deductions shall be effective from the first day of employment. The Employer will remit to the Union all dues deducted, by the fifteenth day of the month following the month in which the deductions have been made.
- 2.02 The Employer agrees to remit the deductions referred to in Article 2.01 monthly to the Ontario Public Service Employees Union, 100 Lesmill Road, North York, Ontario, M3B 3P8.
- 2.03 The Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 2.04 The Employer agrees to provide to the Union on a monthly basis a list of the employees' names and dues deducted and full-time and part-time relief status.
- 2.05 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this article.

ARTICLE 3 - MANAGEMENT

3.01 The Union recognizes and acknowledges that all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include, but shall not be confined to the right to:

- (a) maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees and discipline or discharge employees. A non-probationary employee shall have the right to grieve that any discipline or discharge is without just cause. A probationary employee shall not have the right to grieve that discharge is without just cause;
- (b) select, hire, assign duties, transfer, promote, demote, classify, lay-off and re-call employees;
- (c) determine the location and the extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control or alter all operations; to determine in the interest of efficient operation and highest standard of service, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; to determine the descriptions of the jobs and job content, the hours of work, the work assignments, the methods of doing the work for any service and the standards of performance for all employees;
- (d) determine relevant qualifications of employees, the number of employees required by the Employer at any one time; introduce and improve methods, facilities, equipment; control the amount of supervision necessary; to increase and reduce personnel in any particular area.

3.02 The Employer agrees not to exercise these rights in a manner inconsistent

with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restriction or coercion exercised or practiced by any of the representatives of the Employer or the Union, because of an employee's membership or non-membership in the Union, or activity or lack of activity in the Union.
- 4.02 There shall be no discrimination practiced by either the Employer or Union by reason of any of the prohibited grounds of discrimination as defined by the *Ontario Human Rights Code*.
- 4.03 For the purposes of this agreement, the term spouse shall include a partner of the same sex.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Employer acknowledges the right of the Union to appoint or elect from amongst employees who have completed their probationary period and who are covered by this Agreement twelve (12) stewards.
- The function of these stewards shall be to assist employees in their respective areas in the processing of any grievance which may properly arise under the provisions of this Agreement.
- The Union will notify the Employer of the names of the stewards in writing before the Employer shall be required to recognize the same. The Union agrees to provide the Employer with notice of any changes within seven (7) days.
- 5.02 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 steward during working hours. The steward

shall obtain the permission of his supervisor before leaving work to assist any employee in investigating or presenting her grievance. The Employer reserves the right to limit the time spent investigating the grievance if it deems the time taken to be excessive. Such requests shall not be unreasonably denied.

5.03 Time off with pay and no loss of credits shall be granted to the Local President or designate to conduct the internal affairs of the Local on the following basis:

- a) shall be for a period of not more than five (5) hours per bi-weekly pay period. Unused time is not accumulative.
- b) Time will be pre-arranged with the supervisor, and the Local President or designate.
- c) It is agreed, that the Local President or designate, will not engage another employee, who is on duty, or interfere with the employer's business.
- d) Where the Local President designates another in their place, written notification will be provided to the Employer indicating the name and executive position of the designee.

5.04 **Union Leave**

The Employer shall grant leave of absence without pay for up to two (2) employees to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. The total leave granted to all employees under this Article shall not exceed twenty (20) working days per year.

5.05 Leave of absence with no loss of pay and with no loss of credits shall be granted to an employee elected as an Executive Board Member of the Union.

5.06 Leave of absence without pay and with no loss of seniority shall be granted to an employee that is elected to the position of President, or 1st Vice President of the Union, for periods of up to two (2) years.

The Union will reimburse the Employer for the salary and benefits paid to a member granted leave under this Article within twenty (20) days of payment to the employee.

5.07 **Grievance Committee**

The Employer agrees to recognize a grievance committee consisting of not more than two employees and staff representative (if requested by the grievance committee) as the Union may determine from time to time, to attend meetings in accordance with the grievance procedure.

5.08 **Negotiating Committee**

The Employer agrees to recognize a negotiating committee composed of up to three (3) employees from the bargaining unit whose functions shall be to negotiate renewals of this Collective Agreement.

In addition the negotiating committee may include a full-time staff member of the Union and/or others as required for consultation.

Provided at least fourteen (14) days' notice is given to the Employer, leaves of absence without pay but no loss of credits shall be granted to members of the negotiating committee for the purpose of:

- (a) setting demands for negotiations
- (b) attending union bargaining team caucus sessions held immediately prior to negotiations or mediation

subject to the Employer's right to deny or limit such leaves if they unduly interfere with the Employer's operating requirements.

Leave of absence with no loss of pay and loss of credit shall be granted to a member of the Union who participates in the negotiations up to and including conciliation and in the processing of a grievance up to and including the

Grievance Mediation Officer meeting (if any), provided that not more than three (3) employees at any one time shall be permitted such leave for negotiations (not more than two (2) employees at any one time for the processing of a grievance).

5.09 **Employee/Employer Relations Committee**

Both parties agree to establish an Employee/Employer relations committee consisting of three (3) Union representatives and three (3) management representatives. Either party may bring in an additional resource person.

The committee will provide a forum for ongoing communication and the joint consideration of concerns of the Union, employees and Employer. All such meetings will be held during normal working hours.

5.10 Committee members shall be compensated at the straight time hourly rate for all hours spent representing the Bargaining Unit in Union/Employer committee meetings.

5.11 The Employer acknowledges the right of members, on request, to the presence of a union representative at "investigational meetings".

Notwithstanding the above, "performance management" meetings that take place in the normal course of association practices may be conducted without the presence of a union representative. Where the Employer engages with an employee in non-disciplinary counselling related to job performance, a written record of this discussion shall be produced by the Employer, and the employee will be given the option of signing a copy to acknowledge that it reflects the discussion. In any event, a copy shall be provided to the employee. Such documentation will not form part of the employee's personnel file.

The Employer agrees that, whenever a meeting is to be held with an employee in regard to their work or conduct that generates a written record which becomes part of the personnel file of the employee or which is

disciplinary in nature, the Employer will notify the employee in advance that a Union steward may be present at the employee's request.

- 5.12 All new employees shall receive up to half (1/2) an hour orientation during the Human Resources induction process with the Union steward or designated member. The Union Steward will be on paid time but will not be subject to any premium payments.

The Employer agrees to notify the Unit Steward or designate of new hires within five (5) business days. The Union will then arrange to meet the new employee. Management will attempt to facilitate this meeting.

ARTICLE 6 – POSTING/FILLING OF VACANCIES OR NEW POSITIONS

- 6.01 If the Employer determines that a permanent vacancy exists, or if a new position is created in the bargaining unit, the Employer may transfer an employee to that vacancy, so long as there are applicants with the required skill, ability, experience, qualifications and suitability to effectively meet the needs of the person or persons supported. The subsequent vacancy created by the transfer shall be posted providing notice of such vacancy or new position for a period of fourteen (14) calendar days prior to the established closing date. All such initial posting(s) shall stipulate the location(s) of the job (subject to the Employer's right to transfer set out in Article 3.01(b) above), the job title, salary, a brief job description and qualifications required for the position concerned. Such notices shall be posted at all locations.
- 6.02 The employer agrees to provide the employee with a minimum of two (2) weeks' notice when a transfer is taking place.
- 6.03 Members of the bargaining unit who have completed their probationary period shall apply for vacancies during the posting period and all written applications shall be submitted by 4:30 p.m. on the closing date.
- 6.04 In the event that a vacancy occurs or a new position is created, the

Employer is free to fill the vacancy or a new position on a temporary basis for up to sixty (60) days. In the case of a vacancy, the Employer shall determine within the said sixty (60) days whether to declare the position redundant or to fill it.

- 6.05 In filling a vacancy, the Employer shall give primary consideration to skill, ability, experience of greater than three (3) months in a position related to the posted job, qualifications and suitability to effectively meet the needs of the person or persons supported. Where these factors are relatively equal, seniority shall be the deciding factor.
- 6.06 In filling any vacancy or new position, temporary or permanent, the Employer shall hire from within the bargaining unit of members who have completed their probationary period, so long as there are applicants with the required skill, ability, experience, qualifications and suitability to effectively meet the needs of the person or persons supported.
- 6.07 An applicant who is invited to attend an interview during working hours shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.
- 6.08 Interviews for internal candidates will be completed within twenty-one (21) calendar days of the end of the posting period. All candidates will be notified within seven (7) calendar days of the last interview, to indicate if they were successful or not.
- 6.09 The Employer will notify the local union of all vacant positions, when they are filled, who the successful candidate(s) are, the start date, and the location of the position.
- 6.10 The successful applicant to any position shall not be entitled to apply for any subsequent job postings for a period of nine (9) months following the date the Employee accepts the position unless the position they wish to

apply for is a position where the entry rate is higher, is a higher classification, is a greater number of hours, or is a full-time position.

ARTICLE 7 - PAY ADMINISTRATION

7.01 Employees who are promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to his present rate of pay, except that:

- where such a change results in an increase of less than three percent (3%), he shall receive the next higher salary rate again, which amount will be considered as a one-step increase;
- a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note;
- where an employee is promoted, a new anniversary date shall be established based on the date of promotion.

7.02 When a new classification is to be created or an existing classification is to be revised, at the request of either party the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification, provided that should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

7.03 PT Relief employees may formally request to have a specified dollar amount of their regular pay deposited into a second bank account if they choose to do so. The request must be made to the Employer prior to the first pay period in the calendar year, and if an employee makes the request to have monies deposited into a second account, such arrangements must remain in effect until the next calendar year.

ARTICLE 8 - TEMPORARY ASSIGNMENTS

8.01 Where an employee is assigned temporarily to perform the duties of a

position in a classification with a higher salary maximum for a period in excess of fifteen (15) consecutive working days, she shall be paid at the next higher step on the salary grid of the higher classification which produces a three percent (3%) or greater salary increase, for the period during which she performs the duties of the position in the higher classification.

- 8.02 Notwithstanding 8.01, acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.
- 8.03 This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another full-time employee who is on vacation.
- 8.04 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement he shall retain his rights and obligations under the Collective Agreement for matters arising from her status as a bargaining unit employee.
- 8.05 The Employer, at its discretion, may appoint an employee to a temporary assignment if the assignment is no more than three (3) months long. Any temporary assignment greater than three (3) months and up to one (1) year in length must be posted based on the guidelines set out in Article 6 above. When filling temporary vacancies first consideration will be given to applicants from within the location where the vacancy exists. If the temporary assignment is required to continue past one (1) year, it must be re-posted, based on the guidelines set out in Article 6 above. The Employer will provide notice to the Union when an employee is placed in a temporary assignment expected to exceed thirty (30) days. The Employer has agreed to provide the Union with a list of employees serving on temporary assignments twice (2) per year.

- 8.06 Employees must complete their probation period before they will be considered for another position.
- 8.07 “Temporary Assignments” are defined as vacancies that occur because an existing position is vacated for a temporary period of time and/or when an individual(s) requires increased staff support for a temporary period of time.

ARTICLE 9 - HOURS OF WORK

- 9.01 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 (subject to the overtime provisions) or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

The days of work for any full-time employee or group of employees, starting and quitting times and meal periods near the midpoint of each shift, will be determined by the Employer in accordance with the requirements of the Employer and the support needs of individuals.

- 9.02 **Reduced Full-Time:**
Reduced Full-Time is defined as an employee who is normally scheduled to work thirty-two (32.0) hours per week or sixty - four (64) hours in a two (2) week period. These hours are scheduled as two (2) twelve hour shifts on the weekend, and an additional eight (8) hours during the week. All benefits afforded to other “full-time employees” will be afforded to the “Reduced-Full-Time employees”.

- 9.03 **Adult Residential Supports**
Subject to Article 9.06, the regular hours of work for any full-time employee shall be eighty (80) hours averaged over a two week period, including a paid meal period of one (1) hours per shift. It is agreed that employees must remain on the premises of the Employer during the one (1) hour meal period

and shall be required to perform such duties as are necessary during such meal period.

9.04 **Community Supports and Services**

Subject to Article 9.06, the regular hours of work for any full-time employee shall be seventy-five (75) hours averaged over a two week period including a paid meal period of one (1) hour per shift. It is agreed that employees must remain on the premises of the Employer during one-half of their meal period and shall be required to perform such duties as are necessary during such meal period.

It is recognized that the hours of work for Community Supports and Services staff are primarily day shift following a Monday to Friday schedule. Hours and days may be adjusted by the Employer to accommodate specific personal connections or individual activities for supported individuals. The Employer will provide notification to the Union in writing prior to making such adjustments.

Full-time employees working in the Community Supports and Services department as of the date of ratification will not be required to work split shifts, evenings or weekends, however the hours and days of work may be modified with mutual agreement between the Manager and the employee.

NOTE: Article 11.01 provides a minimum of 10 hours between scheduled shifts.

9.05 **Family Support**

Subject to Article 9.06, the regular hours of work for any full-time employee shall be eighty (80) hours averaged over a two (2) week period, including a paid meal period of one (1) hour per shift.

9.06 **Self-Scheduling**

This Article applies to those full-time employees who are designated by the Employer to be self-scheduling. Consistent with the need to provide individualized support to individuals, those staff must combine flexibility in scheduling their work time with responsibility with respect to individual needs. A plan of hours to be worked for a pay period must be discussed with the Supervisor prior to hours being worked. Self-scheduling employees work flexible hours, averaging eighty (80) hours over two weeks, inclusive of a one hour paid meal break per shift. An account of hours worked shall be submitted to the Supervisor in accordance with payroll practices. Staff must itemize hours worked and where, when required to do so.

9.07 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties on a local level with respect to variable work weeks. Such compressed work week arrangements shall be subject to final approval of the Executive Director and the President of OPSEU.

9.08 Part-time Relief employees shall be called in on a relief basis based on seniority on a rotational basis, to replace full-time employees who are absent from work. Part-time Relief may be scheduled up to one (1) month in advance for shifts arising out of predetermined absences. Scheduled shifts arising out of a predetermined absence will be for a minimum of four (4) hours or the employee will receive a minimum of four (4) hours pay.

9.09 When a relief employee, is called in, they must be called in for a minimum of four (4) hours, or they receive four (4) hours pay.

9.10 **Hours of Work**

A scheduled shift shall not be changed without seventy-two (72) hours or four (4) days notice to the employee, failing which the employee shall be paid one and one-half (1½) their hourly rate for the changed shift.

9.11 All employees shall receive a minimum of four (4) hours pay when they are

required to be at the workplace. For clarity, this includes mandatory Employer meetings, training sessions, etc. Employees required by the Employer to attend Supervisory or Investigational meetings will be paid a minimum of one and one-half (1 ½) hours of pay.

For Residential Services, mandatory team meetings will be scheduled during the first week of the pay period, where possible, to a maximum of six (6) times per year. Day staff will be required to attend a minimum of five (5) team meetings. Night staff will be required to attend a minimum of four (4) team meetings. Employees who attend Employer meetings on their day off or during their off hours (i.e. between shifts) will receive lieu time for all hours spent in the meeting or four (4) hours lieu time, whichever is greater, to be taken at a time within the current pay period that is mutually agreeable. Part-time Relief who are scheduled to attend team meetings shall be paid for all hours in attendance or paid for four (4) hours, whichever is greater. In the event the meeting does not occur in the first week of the pay period, and where a mutually agreeable time cannot be arranged prior to the end of the pay period the employee shall be permitted to bank the lieu time at straight time.

- 9.12 Employees who are required to care for a supported individual(s) away from the residential location for twenty-four (24) hours or more will receive their regular straight time hourly rate for sixteen (16) hours.

ARTICLE 10 - OVERTIME

- 10.01 In this Agreement, overtime means hours worked by full-time employees in excess of
- i) eighty (80) hours over two weeks in Adult Residential Supports;
 - ii) seventy-five (75) hours over two weeks in Community Supports and Services;
 - iii) eighty (80) hours over two weeks in Family Support;

- iv) eighty (80) hours over two weeks for self-scheduling full-time employees;
- v) except in respect of self-scheduled full-time employees and those on the compressed work week agreement, overtime shall be paid or lieu time accumulated as applicable for all hours of work which exceed forty-four (44) hours per week.
- vi) those hours taken as vacation, sick time or lieu time will be included for the purpose of the appropriate overtime threshold.
- vii) Twelve (12) consecutive hours by a full-time Residential Services employee who is required to remain to work due to an inability to staff the next shift, or if required to accompany an individual to the Hospital.

10.02 Full-time employees shall be compensated for overtime at either, one and one-half ($1\frac{1}{2}$) times their regular straight time hourly rate for all hours worked or lieu time off at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked, at the employee's option. Such time off in lieu may be accumulated to a maximum of five (5) days within a six (6) month period, and must be taken within six (6) months of the lieu time being accumulated.

10.03 Lieu time shall be taken at a time mutually agreed upon by the full-time employee and the Employer and which is consistent with individual support needs.

10.04 (a) Employees recognize the need to respond to individual support needs with the resulting requirement for overtime which shall be approved by the Employer in advance.

- (b) Scheduling of overtime shall be determined:
- on the basis of specific individual's needs, or
 - specific skill or knowledge required, or
 - if the above does not apply, seniority, on a rotational basis.

ARTICLE 11 - SHIFT SCHEDULES

- 11.01 Shifts shall not be scheduled either consecutively or within ten (10) hours of each other, unless the Employer and employee mutually agree.
- 11.02 Work schedules for full-time staff not working within services with fixed hours or within self-scheduled environments shall be posted at least one (1) month in advance.
- 11.03 Shifts schedules for part-time relief employees will be for a two (2) week period and will be posted no less than one (1) month in advance. Prescheduled shifts shall be assigned for part-time relief employees on the basis of the following factors:
- (a) Availability using availability sheets submitted by part-time relief employees six (6) weeks prior to the commencement of the schedule for their availability during the following scheduling period. Relief employees who do not submit an availability sheet will be deemed not available for any shift(s).
 - (b) Shifts will be equitably distributed among part-time relief employees within their “web” of five (5) locations, as determined by the Employer, which includes their Regular and Highlight Rosters, subject to their availability.
- Employees will have the option of switching shifts with colleagues provided also that the exchange of shifts is noted on the schedule.
- 11.04 A full-time employee may exchange shifts with another employee provided that:
- i) it does not negatively impact on individual support needs;
 - ii) it does not result in overtime;
 - iii) that the Employer has given prior approval to the exchange.
- 11.05 For all full-time employees, there shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may

be non-consecutive if agreed upon between the employee and the Employer.

ARTICLE 12 - REST PERIODS

12.01 An employee shall be entitled to a fifteen (15) minute rest period during each half of each shift. During such rest periods, the employees shall be available for duties if required to properly meet the needs of the individual(s) supported.

ARTICLE 13 - CALL-BACK

13.01 An employee who leaves her place of work and is subsequently called back to work prior to the starting time of her next scheduled shift shall be paid a minimum of four (4) hours pay at her regular hourly rate.

ARTICLE 14 - MEAL AND OTHER EXPENSES

14.01 The Employer agrees to reimburse employees for meal expenses while engaged in Association business outside of Prince Edward County or in attendance at conferences, to the following maximum amounts:

Breakfast	\$11.00
Lunch	\$15.00
Dinner	\$24.00

Employees shall provide receipts for such expenses with request for reimbursement to be reimbursed by the end of the next pay period. An appropriate advance of funds will be made available if the employee will be away on Association business for longer than one (1) day.

Upon prior approval, reasonable expenses incurred by employees for recreational purposes and leisure activities with the individual(s) supported shall be reimbursed by the Employer.

ARTICLE 15 - HEALTH AND SAFETY

15.01 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 in developing and establishing effective measures and procedures for the health and safety of workers.

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations, as may be amended from time to time.

15.02 **Joint Health and Safety Committee**

- a) The employer and union agree to continue with the existing practice of having a Joint Health and Safety Committee, as required and defined by the Occupational Health and Safety Act. That committee shall be comprised of at least three (3) representatives from the Union and three (3) representatives from the employer. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the local union membership.
- b) The committee will identify situations that may be a source of danger or hazard to workers and make recommendations to the Employer and workers for the improvement of the health and safety of workers.
- c) The committee will make recommendations to the Employer and the workers regarding the establishment, maintenance and monitoring of programs, training, measures and procedures respecting the health and safety of workers.
- d) In all work locations the Union shall select one (1) bargaining unit member to act as health and safety representative. The health and safety representative shall have all the powers and responsibilities entitled to a Joint Health and Safety Committee as stipulated under the Act.
- e) It is agreed that the Co-Chairs of the Joint Health and Safety Committee will successfully complete certification training. Such training will be provided on the Employer's time and expense and will

be considered as time worked with no loss of wages.

- f) A member of a committee is entitled to:
- One hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - Such time as is necessary to attend meetings of the committee; and
 - Such time as is necessary to carry out the member's duties.
- g) Members of the Joint Health and Safety Committee shall be compensated at their straight time hourly rate for all time spent in Joint Health and Safety Committee meetings and to carry out their member duties. The determination of which employees are required to wear safety boots while fulfilling their duties and responsibilities, will be at the sole discretion of the employer.

15.03

Violence in the Workplace

Definition of Violence

Workplace violence is defined as; the exercise of physical force by a person against a worker in a workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Employers who are aware or ought reasonably to be aware that domestic violence may occur in the workplace must take every precaution reasonable in the circumstances to protect a worker at risk of physical injury.

Harassment is engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. Workplace harassment may include bullying,

intimidating jokes or innuendos, displaying or circulating offensive pictures or materials or offensive or intimidating phone calls.

In addition it is understood that incidents of workplace violence can occur at off-site workplace locations including the home of people we support.

The Employer will provide the Union through the Employee/Employer Relations committee opportunity to provide input and make recommendations for consideration to the Workplace Violence Prevention and Protection Policy within ninety (90) days of ratification date of this agreement and annually thereafter.

The policy will address the prevention and the management of violence in the workplace. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be provided to each employee.

The employer shall provide the Union Co-chair with copies of Serious Incident Reports related to incidents which did cause or directly threatened injury to employees within 48 hours of completion.

15.04

Workplace Violence Hazard Assessment

A workplace violence hazard assessment must be performed in any workplace in which a potential of injury to workers from violence arising out of their employment may be present.

The workplace hazard assessment will take into account:

- i) circumstances that would be common to similar workplaces;
- ii) circumstances specific to the workplace;
- iii) the location and circumstances in which work will take place.

If a potential of injury to workers from violence is identified by an assessment performed due to the above reason (s) the employer will:

- 1) establish procedures, and/or policies to eliminate or minimize the

hazard to workers. The employer will establish written policies, measures and procedures which outline the appropriate support strategies for people we support whose actions are potentially or actually aggressive.

- 2) each employee will be provided with information about the person whose actions may be aggressive, sufficient to enable staff to protect themselves and others. Such information will include an orientation specific to the individual (s) and the work-site, and will be provided prior to the employee commencing work at the location;
- 3) consistent with Ministry policy requirements, CPI training will be provided to employees within 30 days of commencing work with people receiving services whose actions may be aggressive. This training will include, but not be limited to, recognition of warning signs, the factors which precipitate aggression, de-escalation techniques, a review of the Employers' policies, and review and discussion of the applicable specific written support strategies plan. This will also include reference to internal agency resources, e.g., CPI instructors. All employees working within these environments are required by Ministry and agency policy to participate in this training;
- 4) included in the written support plan will be consideration of potentially dangerous objects that are either removed or maintained securely within the environment.
- 5) adequate staffing will be provided by the Employer in situations where the Employer has determined that the actions of a person we support are aggressive and that employees are potentially at risk.

Employees are encouraged to address any concerns with their immediate manager. The manager will document all reports of workplace aggression, will initiate an investigation and will detail the measures taken to address each report.

If resolution of the incident is beyond the authority of the manager, the issue will be taken to the Director of Supports and Services.

The Health and Safety Committee will review all reports of workplace

aggression to monitor trends and make recommendations for prevention to the Executive Director.

The Executive Director will review all reports of workplace aggression and will ensure that appropriate actions have been taken.

- 15.05 The Employer agrees to reimburse employees up to \$95.00 per year for safety boots. The determination of which employees are required to wear safety boots while fulfilling their duties and responsibilities, will be at the sole discretion of the employer.
- 15.06 In addition, the Employer agrees to provide other safety equipment (ie safety glasses, protective hearing covers and rubber/latex gloves) as deemed necessary by the Employer.
- 15.07 Where requested by the employee, a Union steward may attend discussions during the development of, but not follow-up meetings during the implementation of, a “return to work” plan when an employee is returning to work after an injury.

ARTICLE 16 - TRAVEL ALLOWANCE

- 16.01 An employee who is required by the Employer to use her own vehicle on Association business shall be paid forty-eight cents (48¢) per kilometre for such use. It is understood that the use of a privately owned vehicle on the Employer's business is a condition of employment for employees not referenced in Letter of Understanding # 1.
- 16.02 The Employer shall pay for all damage caused by persons supported to employee automobiles during working hours, provided all of the following conditions are complied with:
- (a) notice of the incident is given by the employee to her supervisor by telephone within one (1) hour of the incident
 - (b) at least 2 estimates of the cost of the repair are provided by the

employee to the Employer

- (c) approval in writing to proceed with repair is provided by the Employer prior to the repair being effected (except in the case of emergency repairs).

16.03 **Travel Allowance**

All hours spent travelling by an employee outside of their normal work hours for non-routine time (e.g. workshops and educationals) shall be treated as work hours and compensated at the rate of one-half (½) of the straight time hourly rate.

ARTICLE 17 - NON-PYRAMIDING OF PREMIUM PAYMENTS

- 17.01 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

ARTICLE 18 - LAY-OFF AND RECALL

- 18.01 Lay-off and recall shall be based on seniority subject to:
- (a) demonstrated ability to relate to the individual(s) supported;
 - (b) ability; and
 - (c) experience.
- 18.02 (a) Subject to Article 18.11, an employee who is subject to lay off shall have the right to either:
- i) accept the lay off and be placed on a recall list for fifteen (15) months, or
 - ii) displace an employee who as of the time of the notice of lay off has lesser seniority as a full-time or part-time relief employee (as applicable), and who is the least senior employee in a lower or identical paying classification, if the employee originally subject to lay off is qualified to perform the work of the position. Such employee so displaced shall be laid off subject to her rights under this Article.
 - iii) in the event of a proposed layoff which is anticipated by the Employer to affect more than three (3) positions, the Employer

shall provide employees with at least eight (8) weeks notice in advance of a permanent layoff, and at least thirty (30) calendar days notice in advance of a temporary layoff, as defined by the *Employment Standards Act*.

For a proposed layoff affecting fewer than three (3) positions, the Employer shall provide notice as provided in the *Employment Standards Act*.

- iv) employees who are terminated by the bumping process shall receive notice as follows: two (2) weeks for employees with less than three (3) years' seniority and one (1) week per year of seniority for employees with three (3) years or more of seniority.
- (b) an employee subject to lay off shall advise the Employer in writing of her election under Article 18.02(a) within seven (7) days of the day of mailing of a registered letter to the last address for the employee in the files of the Employer.
- (c) for greater certainty, subject to the conditions under this article, the following bumping may take place:
 - full-time: against another full-time employee or a part-time relief employee;
 - part-time relief: against another part-time relief employee.
- (d) an employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level she would have achieved in the lower classification based on her service.

- 18.03 In the event of a proposed lay-off which is anticipated by the Employer to affect more than three (3) positions, the employer shall
- (a) provide the Union with at least sixty (60) calendar days' notice of such lay-off, and
 - (b) meet with the Union through the employment relations committee to review the following:
 - i) the reason causing the lay-off;
 - ii) the direction the Agency will undertake after the lay-off;
 - iii) the method of implementation including the areas of cut back and employees to be laid off.

- iv) prior to issuing layoffs the Employer will offer Voluntary Exit Option and Early Retirement Option to full-time employees, in order of seniority within the same classification, up to the number of employees being laid off and will receive compensation in accordance with Article 40.

For the purposes of this Article, Voluntary Exit and Early Retirement shall be understood to mean that the employee agrees to permanently sever their employment relationship with the Employer.

- 18.04 Any agreement between the Employer and the Union resulting from the meetings described in Article 18.03(b) above concerning the method of implementation will take precedence over other terms of lay-off in this Agreement.
- 18.05 No new employees shall be hired until those laid off have been given the opportunity of recall, subject to the conditions in Article 18.01.
- 18.06 The Employer shall notify the employee of recall opportunities by registered mail, sent to the last address of the employee on the Employer's records. It is the sole responsibility of each employee to ensure that the Employer's records are kept up to date. Notices of recall shall be sent by registered mail and shall provide at least seven (7) days for the employee to reply to the Employer.
- 18.07 Recognizing the special and sensitive nature of the work involved and the need to match worker's skills to support needs, the Employer may, for the purpose of complying with this Article, transfer or re-assign, but not demote employees who remain on the job after a lay-off, as the circumstances may require.
- 18.08 The Employer will attempt to assist all surplus employees in seeking and obtaining retraining and educational opportunities in a provincially recognized educational program. The provisions of all recall opportunities shall be retained by the employee for the given period.
- 18.09 An employee recalled to work in a different classification from which she was

laid-off or an Employee who has displaced an Employee in a lower classification shall be entitled to return to the position she held prior to the lay-off, should it become available within six (6) months of the lay-off, provided she has the:

- (a) demonstrated ability to relate to the individual(s) supported
- (b) ability, and
- (c) experience.

18.10 A person shall lose recall rights and seniority rights and be deemed to have voluntarily quit her employment when she does not attend a placement interview by the Employer, or does not accept the appointment, or fails to report for duty after being appointed.

18.11 Where an employee is recalled to a position which is equal to or lower than the position she held prior to the lay-off, she shall receive the salary range applicable to the new position commensurate with her/his experience and service.

18.12 A full-time employee who is laid off shall have the preference of non-full-time hours (including replacement of full-time employees) on a seniority basis, to the extent of their former normal hours of work, this provision shall not detrimentally affect the employee's right of recall elsewhere under the layoff provisions of this agreement.

18.13 Layoff is defined as any reduction in bargaining unit position(s) or reduction of hours of any full-time permanent bargaining unit members.

18.14 Voluntary Exit Option

Prior to issuing those notices the Employer will offer a voluntary early exit option in accordance with the following conditions:

- (i) The Employer will first make offers within the classification where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.

- (ii) In no case will the Employer approve an employee's request under (i) above for a voluntary exit option, if the employees remaining are not qualified to perform the available work.
- (iii) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, severance pay in accordance with Article 41.1.

ARTICLE 19 – CONTRACTING OUT/WORK OF THE BARGAINING UNIT

- 19.01 The Employer shall not contract out work normally performed by bargaining unit employees where such contracting out results in a layoff or shifts not offered to any available bargaining unit employee. In the case of emergency or hospitalization of up to 48 hours where no employee is available, the work may be contracted out.
- 19.02 It is understood that in the case of individualized funding where the representative(s) of the person receiving the funding chooses to purchase the services of the Employer, the Employer shall offer such work to bargaining unit employees whenever possible at the applicable rate of pay outlined in the Collective Agreement. If an instance arises that the Employer cannot offer such work to a bargaining unit employee, the Union shall be notified.
- 19.03 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

ARTICLE 20 – SENIORITY

- 20.01 Seniority shall be defined as the period of continuous service in the

bargaining unit with the Employer from the last date of hire. Seniority shall accumulate upon successful completion of the probationary period referred to in Article 20, and shall commence from the date of hire. Recall from lay-off shall not constitute a hiring.

20.02 Seniority shall be accumulated as follows:

- (a) full-time employees - continuous full-time service with the Employer, based on 1950 hours for one year or 2080 hours for one year depending on the classification;
- (b) part-time relief - 1950 hours equals one (1) year. Seniority date will not exceed the date of last hire. A break in service (due to layoff) of less than thirteen (13) weeks will not create a new start date.
- (c) when a Part-Time Relief employee returns from Maternity/Parental leave, their seniority accrual for the duration of the leave will be adjusted based on an average of the hours worked in the twelve (12) months prior to the commencement of the leave and will be calculated based on the duration of the leave.

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

- (a) when on an approved leave of absence with or without pay that does not exceed thirty (30) calendar days;
- (b) when a full-time employee is on sick leave, LTD or other medical leave;
- (c) when a full-time employees is on vacation leave;
- (d) when any employee is on pregnancy/parental leave or extended parental leave;
- (e) when any employee is in receipt of compensation benefits from WSIB for a period not exceeding two (2) years from the date of injury.
- (f) during the first six (6) months of absence for educational leave.
- (g) service for the express purpose of vacation entitlement and other service triggers shall be maintained and not accumulated when an

employee is on LTD or other medical leave.

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

- (a) when on an approved leave of absence without pay that exceeds thirty (30) calendar days;
- (b) while on lay-off.

20.05 Seniority shall be lost and an employee shall be deemed to have terminated her employment with the Employer if she

- (a) voluntarily quits her employment;
- (b) is discharged and not reinstated through the grievance and arbitration procedures;
- (c) fails to report to work within three (3) days of the date of recall specified in a registered letter sent to the last address on record with the Employer;
- (d) is absent from work for three (3) days while failing to obtain permission of the Employer;
- (e) utilizes a leave of absence for a purpose other than for which it was granted;
- (f) has not been actively engaged in work for the Employer for more than fifteen (15) months for any reason;
- (g) retires.

20.06 A single seniority list indicating the names of employees, their employment status (full-time, or part-time relief), job title and classification, and the amount of their seniority shall be established for those employees covered by this agreement. Such seniority list shall be updated semi-annually and supplied to the local Union President and Chief Unit Steward, with a copy to the OPSEU Regional Office, at the time of the initial posting and subsequent revision.

- 20.07 It shall be the responsibility of the employee to keep the Employer informed of her current address. If any employee fails to do this, the Employer will not be responsible for the failure of a notice to reach the employee.
- 20.08 A Part-time Relief employee who secures a permanent position (Full- time) through a job competition, retains her seniority accumulated under Article 20.2(b).
- 20.09 A full-time employee who transfers to a part-time relief position retains her seniority accumulated under Article 20.2 (b), as appropriate.

ARTICLE 21 - PROBATION

- 21.01 Newly hired full-time employees shall be on probation for the first sixty-five (65) days of active employment. The Employer may extend the probationary period by a further sixty-five days if the Employer has serious concerns regarding the employee's job performance. Any such extensions must be considered in good faith. Upon successful completion of the full-time employee's probationary period, the full-time employee shall be enrolled in the benefit plans described in Article 29 and shall acquire seniority rights which shall date back to her date of hire.
- 21.02 Newly hired part-time relief employees shall be on probation for the first four hundred and twenty (420) hours of active employment. The Employer may extend the probationary period by a further four hundred and twenty (420) hours if the Employer has serious concerns regarding the employee's job performance. Any such extensions must be considered in good faith. Upon successful completion of the employee's probationary period, the employee shall acquire seniority rights which shall date back to her date of hire.
- 21.03 During the probationary period an employee shall be considered as being employed on a trial basis. It is understood that probationary employees may be dismissed at any time during the probationary period at the discretion of the Employer, and that probationary employees shall not have access to the

grievance procedure in the event of their discharge or lay-off.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 Any dispute involving the application, interpretation, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be made the subject of a grievance.

22.02 **Step 1**

It is the mutual desire of the parties to this Agreement that the grievance of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until she has first discussed her grievance with her immediate supervisor within fourteen (14) calendar days of the circumstances giving rise to the grievance. The supervisor shall reply within seven (7) calendar days.

22.03 **Step 2**

The employee shall file a written grievance with her Director, Supports and Services (or designate) within seven (7) calendar days after receiving the reply under Step 1. The written grievance shall state the basis for the grievance, the Article(s) of the Collective Agreement alleged to have been breached, and the remedies sought. The Director, Supports and Services or designate will meet with the grievor within seven (7) days of receipt of the grievance and attempt to resolve the grievance.

The Director, Supports and Services shall deliver her decision in writing within seven (7) calendar days following the date on which the grievance meeting was held.

22.04 **Step 3**

Within seven (7) calendar days following receipt of the decision at Step 2, the employee shall submit the written grievance to the Executive Director or her designate. The Executive Director or her designate will meet with the grievance committee within seven (7) calendar days of receipt of the

grievance and attempt to resolve the grievance. The grievor has the right to be heard at any such meeting. A decision in writing will be rendered within seven (7) calendar days from the date on which the grievance meeting was held.

22.05 In the event that the decision of the Executive Director is unsatisfactory, the Union may refer the matter to arbitration within fourteen (14) calendar days following receipt of the reply at Step 3, in accordance with Article 10 of this Agreement.

22.06 A grievance arising directly between the Employer and the Union shall be originated at Step 2 within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or originated. However, it is understood that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed.

22.07 All Agreements reached under the grievance procedure between the Employer and the Union shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedure and the arbitration procedure shall be construed as mandatory, and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be.

Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure, provided such waiver or extension is in writing.

22.08 **Discharge and Lay-off Grievance**

A claim by an employee who has completed her probationary period that she has been unjustly discharged or improperly laid off shall be treated as a grievance if a written statement of such grievance is lodged at Step 3 within eleven (11) calendar days after the date of such discharge or layoff.

22.09 Where the parties agree that an issue being grieved is common to more

than one employee, the grievance shall be treated as a group grievance and commence at stage 2 of the grievance procedure.

ARTICLE 23 - ARBITRATION

23.01 Any difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, may be submitted to arbitration within ten (10) days after the decision at Step 3 is given, but not thereafter. Where such difference is not referred to arbitration within the said ten (10) days, the grievance shall be deemed to have been settled or abandoned.

23.02 When either party requests that a grievance be submitted to arbitration, it shall notify the other party, in writing, and at the same time suggest three (3) sole Arbitrators. Within fourteen (14) calendar days thereafter, the other party shall either accept one (1) of the suggested sole Arbitrators or suggest three (3) alternate sole Arbitrators.

If the parties are unable to agree upon a sole Arbitrator within a period of twenty (20) calendar days, then the sole Arbitrator shall be such person that the Office of Arbitration of the Ministry of Labour may designate or appoint.

23.03 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.

23.04 The Arbitrator shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

Should the Arbitrator decide that the penalty is unjustified or too severe, she shall have the right to rescind or reduce the penalty and reinstate all rights and credits owing to the affected employee(s).

No matter shall be dealt with in arbitration which has not been properly

carried through all the previous steps of the grievance procedure unless mutually agreed upon in writing by the parties.

23.05 The Union and the Employer shall jointly pay the expenses of and fees payable to the sole Arbitrator.

23.06 The decision of the Arbitrator shall be final and binding on the Employer, and Union and employees.

ARTICLE 24 - NO STRIKE OR LOCK-OUT

24.01 During the term of this Agreement, the Union agrees that there will be no strike, slowdown or stoppage of work, and the Employer agrees that there will be no lock-out.

ARTICLE 25 - SPECIAL LEAVE

25.01 The Executive Director or designate may grant a full-time employee leave of absence with pay for not more than four (4) days per year upon special or compassionate grounds. Such leave of absence may be extended for greater periods with the approval of the Executive Director.

25.02 The Executive Director or designate may grant a Part-time Relief employee a leave of absence without pay for up to one (1) year. In the event that such a leave is granted, the Part-time Relief employee shall remain on the part-time relief roster on an inactive basis. During the course of such leave, the Part-time Relief employee's seniority shall be retained but not accumulated.

25.03 In addition to the leave provisions described in the Collective Agreement, the parties acknowledge that employees are also entitled to other types of leaves described in the *Employment Standards Act* such as "Personal Emergency Leave", "Family Caregiver Leave", "Family Medical Leave", "Critically Ill Childcare Leave", "Crime Related Child Death or Disappearance Leave", "Organ Donor Leave", and "Reservist Leave". The

length of time and conditions for these various leaves are described in the *Employment Standards Act*.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 In the event of a death of an immediate family member, employees are entitled to the following leaves without loss of pay, benefits and seniority as applicable:

5 working days in the event of a death of a mother, father, one (1) step father, one (1) step mother, brother, sister, spouse, child, step child and grandchild.

4 working days in the event of a death of a mother in law, father in law, grandparent, grandparent in law, brother in law, and sister in law.

2 working days in the event of a death of an aunt, uncle, spouses aunt or uncle.

1 working day in the event of a death of a niece or nephew.

If an employee requires additional time off, they may arrange with their supervisor for vacation, lieu time or leave without pay.

26.02 This bereavement clause is applicable to Part-time Relief employees only if they are scheduled to work at the time of bereavement.

ARTICLE 27 - COURT ATTENDANCE LEAVE

27.01 An employee who is obliged to serve as a juror or witness in Court will be granted leave with pay, provided she:

- (a) notifies the Employer immediately upon the employee being advised that she will be required to attend as stated above;
- (b) presents proof of service requiring the employee's attendance;
- (c) immediately after receipt, pays to the Employer the full compensation received less expenses and mileage paid in connection with the Court attendance.

27.02 This clause is applicable to Part-time Relief employees only if they are scheduled to work, during the time of the court appearance.

ARTICLE 28 - PREGNANCY, PATERNITY AND ADOPTION LEAVE

28.01 Employees shall be eligible for pregnancy, paternity or adoption leave in accordance with the *Employment Standards Act*.

ARTICLE 29 - EMPLOYEE BENEFITS

29.01 The amount of and eligibility for benefits for full-time employees referred to in this article are subject to the terms and conditions of the policy or policies of insurance providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance is between the full-time employee and the Insurer. The Employer agrees to use its best efforts on behalf of the full-time employee in the event of such dispute. It is understood that the Employer's obligation under this article is restricted to the payment of its portion of the premiums necessary to enrol full-time employees in the benefit plans described in this article.

29.02 The Employer's portion of premium payment will be eighty percent (80%) to maintain in force the following benefits for all full-time employees:

- (a) extended health insurance;
- (b) dental insurance based on the current ODA fee schedule; (Effective April 1, 1995, the Employer agrees to pay the first twenty-five dollars (\$25.00) of the deductible for the dental plan.)
- (c) life insurance and accidental death and dismemberment insurance;
- (d) dependent life insurance.
- (e) Vision care; the Employer will provide \$375 per insured employee and each family member per 24 months for vision care.
- (f) Services provided by the following licensed practioners:
 - Chiropractor - \$30 per visit to a maximum of \$360 per calendar year

- Osteopath - \$20 per visit to a maximum of \$300 per calendar year
- Podiatrist/Chiropodist - \$20 per visit to a maximum of \$300 per calendar year
- Massage Therapist/Kinesitherapist/Orthotherapist - \$30 per visit to a maximum of \$300 per calendar year
- Naturopath - \$20 per visit to a maximum of \$360 per calendar year
- Physiotherapist/Physical Rehabilitation Therapist (working under the supervision of a Physiotherapist) - \$20 per visit to a maximum of \$300 per calendar year
- Psychologist/Psychoanalyst/Social Worker/Psychiatrist(once provincial coverage is exhausted) - \$20 per visit to a maximum of \$300 per calendar year

all as described in the policy booklet of the current Insurance Benefits carrier.

- 29.03
- (a) The Employer agrees to contribute two percent (2%) of each full-time employee's gross salary to the Registered Retirement Savings Plan provided by the Plan carrier. The full-time employee's contributions shall be as per the Plan document. The Employer further agrees to contribute an additional 2% for each full-time employee who contributes an equal amount.
 - (b) The Employer agrees to contribute up to two percent (2%) of each Part-time employee's gross salary to a Registered Retirement Savings Plan. In each year to qualify for participation in this benefit the employee must have worked at least nine hundred and fifty (950) hours during the previous calendar year and must agree to contribute an amount equal to or greater than the Employer contribution. Employees will be required to indicate the percentage of income they will contribute to a Registered Retirement Savings Plan prior to the second pay period in each calendar year.

- 29.04 Dependent on the options selected by each full-time employee, the Employer shall pay either eighty (80%) percent of the Long Term Disability premiums or zero percent (0%) of the Long Term Disability premiums necessary to maintain in force Long Term Disability coverage provided by the Group Insurance Carrier.
- 29.05 The Employer may at any time substitute another carrier for any of the benefit coverages provided the benefits provided by the new carrier are equivalent or better than those described in this Article, subject to prior negotiations with the Union.
- 29.06 A record of employment, if required, in order to obtain Employment Insurance sickness and disability benefits will be given to any employee upon request, and this document shall not be considered as termination of employment.
- 29.07 The Employer has extended the EAP to include Part-Time Relief employees.

ARTICLE 30 - VACATIONS

- 30.01 (i) Full-time employees with five (5) years of service or less shall earn paid vacation credits at the rate of 120 hours per year (as stipulated in Articles 29.2 and 29.3).
- (ii) Full-time employees with more than five (5) years of service and less than ten (10) years of service shall earn paid vacation credits at the rate of 160 hours per year (as stipulated in Articles 29.2 and 29.3).
- (iii) Full-time employees with more than ten (10) years of service and less than fifteen (15) years of service shall earn paid vacation credits at the rate of 200 hours per year (as stipulated in Articles 29.2 and 29.3).
- (iv) Full-time employees with more than fifteen (15) years of service shall earn paid vacation credits at the rate of 240 hours per year

(as stipulated in Articles 29.2 and 29.3).

- (v) Full-time Employees with more than twenty (20) years of service shall earn paid vacation credits at the rate of 280 hours per year (as stipulated in Articles 29.2 and 29.3).

Employees will accrue vacation monthly, and will be credited on April 1 for vacation accrued between April 1 and September 30, and will be credited on October 1 for vacation accrued between October 1 and March 31.

Vacation will be pro-rated for employees who work less than forty (40) hours per week.

Where an employee terminates before the end of the year, the Employer will be reimbursed by the employee for any vacation credits taken in excess of their entitlement.

- 30.02 Full-time employees shall receive paid vacation credits in respect of any month during which the full-time employee worked more than ten (10) days or was on paid leave of absence for more than ten (10) days.
- 30.03 A full-time employee shall not receive paid vacation credits in respect of any month during which the full-time employee was absent from work for more than ten (10) days for any reason other than vacation or other paid leave of absence, or any unpaid leave of absence less than thirty (30) days. For greater certainty, a full-time employee on lay-off or sick leave shall not earn paid vacation credits.
- 30.04 One (1) vacation credit shall have the monetary value of one (1) regular non-overtime day for the full-time employee in question (calculated by dividing the total hours of work in the pay period by ten).
- 30.05 Upon completion of six (6) months of continuous active service, a full-time employee may receive up to seven and one-half (7½) days' vacation leave.
- 30.06 The vacation request and approval process for the Summer and Christmas periods shall be as outlined in Letter of Understanding re: Summer and

Christmas Vacation. All other requests for vacation shall be in accordance with the following:

Vacation dates shall be mutually agreed upon by both the full-time employee and Employer. Vacation requests for less than three (3) days vacation must be submitted at least three (3) business days in advance. The Employer will respond within two (2) business days (defined as Monday to Friday). All other vacation requests must be submitted at least two (2) weeks in advance. The Employer will respond within seven (7) calendar days.

In the event that an employee's vacation request cannot be granted in its' entirety, the Employer will notify the employee as soon as possible. Upon such notification by the Employer, the employee will then have the opportunity to rescind the vacation request, and will be expected to notify the Employer of their decision immediately. In addition, the Employer will afford employees the opportunity to express their option at the time that they submit their vacation request.

In the event that multiple requests are received on the same date for the same vacation period, vacation will be granted based on seniority. In all other cases vacation will be granted on a "first come, first served" basis.

The Employer reserves the right to grant vacations based on operational needs; however, requests for vacation will not be unreasonably denied.

30.07 All vacation credits in excess of eighteen (18) months' vacation entitlement, as of the employee's anniversary date of hire, must be scheduled within sixty (60) days of the anniversary date at a time that is mutually agreeable between the employee and the supervisor.

30.08 A full-time employee terminating their employment shall be paid for any accumulated vacation credits up to a maximum of eighteen (18) months vacation entitlement based on their years of service.

- 30.09 Where an full-time employee is absent by reason of an injury or industrial disease for which an award is made under the Workplace Safety and Insurance Act, he shall continue to accrue vacation credits for up to two (2) years.
- 30.10 Part-time Relief employees shall be paid in 26 equal instalments (each pay period) an amount equal to eight (8%) of the Part-time Relief employee's annual wages in lieu of vacation and benefits. After 5 calendar years of service, part-time relief employees shall be paid in 26 equal instalments (each pay period) an amount equal to 10% of the Part-Time Relief employees' annual wages in lieu of vacation and benefits. For further clarification, 6% is intended for vacation and 4% is intended for benefits.

ARTICLE 31 – HOLIDAYS

- 31.01 Full-time employees will receive the following paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	2 Float Days

Float Holidays are to be taken on a day mutually agreed upon, consistent with individualized support needs.

An employee replacing an employee who is taking their Float Holiday will be paid at the straight time hourly rate.

- 31.02 If a statutory holiday falls on a Saturday or Sunday, full-time employees normally scheduled to work Monday to Friday will take the holiday on either the preceding Friday or the following Monday, in keeping with the general practice of the community.
- 31.03 In order to qualify for holiday pay under this Article, full-time employees

normally scheduled to work Monday to Friday must have worked her regularly scheduled shift immediately preceding and her regularly scheduled shift immediately following the holiday if she has agreed to do so unless absent on an approved paid leave of absence.

31.04 A full-time employee's holiday pay will be computed on the basis of the employee's daily rate of pay for the pay period within which the paid holiday occurred.

31.05 A full-time employee required to work on any of the above mentioned holidays shall be paid for work performed at the rate of one and one-half (1½) times her daily rate of pay and shall receive another day off with pay in lieu of the holiday. It is understood that all paid holidays will be taken or paid out by the end of the calendar year in which they were earned. Float holidays are subject to the same provision and lieu days earned for Christmas Day and Boxing Day may be carried over to March 31st of the next calendar year.

31.06 Where a holiday falls on a regular day off, it may be used by the full-time employee within thirty (30) days after the holiday.

31.07 Full-time residential service employees within the location will have the option, on a voluntary basis, to work on paid holidays. It is understood that employees must indicate no less than six (6) weeks in advance of the holiday if they choose to work.

It is further understood that if the work location is closed on the holiday, the full-time employees will be scheduled off for the paid holiday.

31.08 During Christmas and New Year's, based on operational need, part-time residential services employees will be scheduled to work one of the following blocks;

(a) up to two (2) shifts on Christmas Eve Day, Christmas Day, and/or Boxing Day or;

- (b) up to two (2) shifts on the day before New Year's Day and/or New Year's Day.

These shifts will be distributed equitably between part-time employees on the roster for the residence. An employee's assignment to block (a) or block (b) will be alternated unless other scheduling arrangements are mutually agreed upon by the Employer and the employees concerned. It is understood that employees who are in a temporary assignment of greater than three (3) months in duration will be excluded from these scheduling requirements.

Employees may submit their shift and block preferences in writing to the Employer regarding the blocks of shifts described in (a) and (b) above by September 30th each year. The Employer will take these preferences into consideration when finalizing the Holiday schedule, subject to operational requirements.

- 31.09 A part-time relief employee accrues time up front representing the holiday pay. This amount is 4% of the part-time relief employee's gross earnings and is accrued and paid each pay. A part-time relief employee required to work on any of the above mentioned holidays shall be paid for work performed at the rate of one and one-half (1½) times her daily rate of pay.
- 31.10 Where an employee works on a Holiday as defined in Article 30.01, he/she shall be paid at the rate of one and one half (1½) time his/her regular rate of pay for all hours worked in the 24 hour period of the Holiday. For clarity, the 24 hour period runs from 0001 hours to 2400 hours.

ARTICLE 32 - SICK LEAVE

- 32.01 Pay for sick leave is for the sole and only purpose of protecting the full-time employee against loss of regular income when she is legitimately ill and unable to work, except as provided in Article 31.01(g). Such leave will be granted on the following basis:
- (a) sick leave will be allowed for sickness or non-compensable injury or

illness on the basis of one (1) day per month of active employment equal to the number of hours in the employee's normal scheduled shift, to a maximum of twelve (12) days per year. Unused credits may be accumulated to a maximum of ninety (90) days. Each full-time employee shall receive on April 1 a credit of six (6) days for sick credits accrued between April 1 and September 30, and a credit on October 1 for sick credits accrued between October 1 and March 31. Credits shall be pro-rated for those employees who do not work 40 hours per week.

- (b) sick leave credits used shall be deducted from total credits accumulated.
- (c) no cash payment of sick leave credits shall be made upon resignation, termination, retirement or death.
- (d) sick leave credits shall not be earned while the full-time employee is on a leave of absence without pay that exceeds thirty (30) continuous days, lay-off, or sick leave without pay.
- (e) proof of illness (from a duly qualified medical practitioner) which prevents attendance at work shall be provided to the Employer after the first three days of continuous absence.
- (f) any full-time employee absenting herself on account of personal illness must notify her supervisor on the first day of illness before the time she would normally report for work. Failure to give such notice without reasonable excuse may result in loss of sick leave benefits for that day of absence.
- (g) Full-time employees may use up to seven (7) days per year for personal business, family illness, medical or dental appointments and the like, and such days used shall be deducted from accumulated sick leave credits as provided for in this Article. Despite the foregoing, the Employer may grant the use of more than seven (7) days at its discretion.

32.02 The Employer may require medical examinations to be performed by a medical practitioner satisfactory to the Employer and the full-time employee for the purposes of determining that full-time employee is capable of performing the duties and responsibilities of their assigned jobs (if the parties

are unable to agree to a mutually satisfactory medical practitioner, one shall be selected by the full-time employee's and the Employer's medical practitioners).

ARTICLE 33 – WORKPLACE SAFETY AND INSURANCE

33.01 The Employer shall abide by the provisions of the *Workplace Safety and Insurance Act*.

An employee shall receive a copy of any WSIB Forms or letters filed by the Employer, which forms relate to an injury of the employee. The Employer agrees that the *Workplace Safety and Insurance Board* (WSIB) will be the sole insurance provider for workers injured on the job and that a private company will not be used in place of its current WSIB coverage unless the parties mutually agree.

ARTICLE 34 - WAGES

34.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the salaries as set forth in Schedule "A" attached hereto and forming part of this Agreement.

34.02 Employees required to attend to supported individuals who are hospitalized will be paid the RSW 2 hourly rate of pay for all hours worked.

34.03 A shift premium of \$0.45 per hour will be paid to all employees for hours worked between 7pm Friday and midnight Sunday, not inclusive of sick, vacation, and lieu time, or other paid absences from work.

34.04 A Relief employee who is scheduled to work a shift in Community Supports and Services shall be paid the CSW2-VOC start rate for all hours worked. A relief employee who is scheduled to work a shift in Supported Independent Living shall be paid the CSW2/SIL starting rate for all hours worked.

ARTICLE 35 - CREDIT FOR SERVICE ON TRANSFER

35.01 Experience as a part-time relief employee shall be recognized when such an employee secures a full-time position for the purpose of calculation of service towards completion of the probationary period or layoff.

35.02 Experience as a full-time employee shall be recognized when such an employee transfers to a part-time relief position for the purpose of calculation of service toward completion of the probationary period or layoff.

Note: For the purpose of this article (i.e. Article 34), 1950 hours shall equal one year and conversely, one year will equal 1950 hours.

ARTICLE 36 - PERSONNEL FILE

36.01 Nothing adverse shall be placed on an employee's file without a copy being sent to the employee. An employee shall be granted access to their file on request. The disciplinary record of an employee shall not be relied upon anytime after twenty four (24) months following the occurrence provided there have been no further disciplinary reports of a similar nature in that period.

36.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (written or oral) and/or suspensions. The definition of "extreme cases" shall be at the sole discretion of the Employer but will not be applied in an unreasonable manner.

ARTICLE 37 - CREDIT STATEMENT

37.01 Full-time employees upon request shall be advised of their status (as of the end of the previous month) in respect of vacation, sick leave, float holiday, and personal day credits. The Employer will provide general notification to all full-time staff of their status no less than semi-annually.

It is understood that the Employer will endeavour to ensure that any future payroll direct deposit plan will include the provision that pay advice statements shall be available to employees before noon on payday, and that where payday falls on a statutory holiday, the pay deposit will occur the day before the normal payday.

ARTICLE 38 - PERFORMANCE OF DUTIES

38.01 The Employer will save the employee harmless against any and all costs resulting from the performance in good faith of their duties as employees.

ARTICLE 39 - PRINTING OF AGREEMENTS

39.01 The Employer and the Union will share the cost of printing of a sufficient number of agreements for both parties.

ARTICLE 40 – GENERAL

40.01 Grandparenting

The Employer recognizes that employees who have completed their probationary period and who are performing the work of their position presently, are qualified to continue in their position, the absence of desirable qualifications notwithstanding (e.g. the Applied Medications Certificate). This clause will not prevent the Employer from requiring continuing acquisition and improvement of such qualifications. With the exception of positions where the educational requirements are legislated, employees hired prior to May 2011 shall be deemed to have the educational qualifications for all positions at Community Living Prince Edward.

In the event that job qualifications change as a result of legislation or government directives, the Employer and Union shall work on developing a plan to mitigate any negative impact for staff and shall attempt to engage the Ministry of Community and Social Services in such a process.

40.02 Applied Medications Certificate

As of May 1, 1998, employees who are currently taking all or part of the Applied Medications Certificate will be reimbursed by the Employer for the registration fee and for tuition costs for each module of the course successfully completed, including the Practicum placement. (This reimbursement will be paid upon producing a receipt and transcript showing successful completion).

40.03 The Employer undertakes to provide the Union with job descriptions for all classifications, and to provide updated versions as they are amended.

40.04 **Bulletin Board**

The Employer will provide bulletin boards in all work locations for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be approved by the Union Local President or Unit Steward.

ARTICLE 41 – SEVERANCE PAY

41.01 Effective April 1998, any full-time employee who has five years of service and is laid off shall receive:

- (a) two (2) weeks of pay for each year of service (pro rata for period(s) of less than one (1) year), to a maximum of twenty-six (26) weeks.
- (b) benefit coverage for a period of three (3) months from the date of layoff or payment in lieu for non-full-time employees if applicable.
- (c) up to one thousand dollars (\$1,000) reimbursement for education expenses.
- (d) shall continue to have made for them by the Employer, contributions to their RRSP (Ref. 28.3) for three (3) months following layoff.

Employees not covered under the foregoing, shall continue to maintain their entitlement(s) under the *Employment Standards Act*.

ARTICLE 42 - WORKLOAD

42.01 The Employer recognizes that the general question of workload has to be addressed on a continuing basis in order to meet problems encountered by employees in the workplace and to improve the quality of service to the individuals we support. Therefore the parties agree to the formation of a Joint Workload Committee.

The Committee shall be comprised of equal representation from the Union and the Employer. Each party will appoint a co-chair who will jointly share the responsibility for all committee functions.

Such committee shall meet within 30 days of ratification of the collective agreement and every three (3) months thereafter on a go forward basis or more frequently if necessary and mutually agreed upon. Committee members shall be compensated at the straight time hourly rate for all hours spent representing the bargaining unit in committee meetings.

One central purpose of the Joint Workload Committee shall be to establish a complaint procedure relating to workload issues lodged by employees and to propose remedies to the Employer for consideration.

The Joint Committee shall establish timelines for:

- The Employer to share complaints with the Joint Committee;
- For the Joint Committee to meet and discuss workload issues;
- For the Joint Committee to form and forward recommendations to the Executive Director;
- For the Executive Director to respond to the recommendations from the Joint Committee.

ARTICLE 43 - DURATION

43.01 This Agreement shall take effect on April 1, 2018 until March 31, 2021 and shall continue automatically thereafter for annual periods of one (1) year unless each party notifies the other in writing during the period ninety (90) days preceding the expiry date of this Agreement, that it wishes to amend or terminate this Agreement.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #1

RE: Vehicles

It is understood that the use of a privately owned vehicle on the Employer's business is not a condition of employment for

- Residential Support Workers 1 and 2
- CSW 2 - ARS
- RSW 1 Relief
- RSW 2 Relief

Notwithstanding the above, this letter does not preclude these employees from being asked to use their own vehicle on a voluntary basis to conduct the Employer's business.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #2

RE: Insurance

It is understood that the Employer's General Insurance coverage provides employees with protection against claims arising out of accidents involving vehicles not owned by the Association but being operated on its behalf (e.g., protects staff driving their own vehicles on the business of the Association). This coverage applies only to claims in excess of the insurance carried by the owner of the vehicle.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #3

RE: Summer and Christmas Vacation Schedule

The Employer will provide a “vacation calendar” to each work location no later than February 15th each year for the vacation period from July 1st to the Labour Day holiday. Each employee will submit a written vacation request form and will indicate on the calendar the vacation days they are requesting no later than April 15th. An employee who is in a temporary assignment of greater than three (3) months may submit a written request for unpaid time off in accordance with the preceding paragraph. It is understood that vacation requests from full-time employees will be given first consideration.

Notwithstanding Article 11.3(a), availability sheets for part-time relief employees must be submitted in accordance with the preceding paragraph.

Where a conflict in requests occurs, the Employer will first notify the employees affected so they may attempt to resolve the conflict. Failing resolution within seven (7) days, vacation will be granted based on seniority within the work location. The less senior employee(s) will be asked to submit a request for alternate vacation dates.

The finalized “vacation calendar” and the part-time schedule will be posted no later than May 15th. Vacation requests submitted after this process shall be considered subject to the organization’s operational needs and granted on a first come, first served basis. Such vacation requests will not be unreasonably denied.

The Employer will provide a “vacation calendar” to each work location no later than September 15th each year for the vacation period from December 15th to January 5th. Each employee will submit a written vacation request form and will indicate on the calendar the vacation days they are requesting no later than September 30th. An employee who is in a temporary assignment of greater than three (3) months may submit a written request for unpaid time off in accordance with the preceding paragraph. It is understood that vacation requests from full-time employees will be given first consideration.

Notwithstanding Article 11.3(a), availability sheets for part-time relief employees must be submitted in accordance with the preceding paragraph.

Where a conflict in requests occurs, the Employer will first notify the employees affected so they may attempt to resolve the conflict. Failing resolution within seven (7) days, vacation will be granted based on seniority within the work location. The less senior employee will be asked to submit a request for alternate vacation dates. Notwithstanding this, employees who request vacation between December 24th and January 1st inclusive and who are denied will be given the first opportunity to take vacation during this period the following year without regard to their seniority.

The finalized “vacation calendar” and the part-time schedule will be posted no later than November 1st.

In all circumstances, where multiple vacation requests are received for the same dates within the same Residential Services work location, vacation shall be granted provided the following conditions are met;

- (a) the Employer is able to fulfil staffing requirements using part-time staff from the ‘Web’ of five (5) location(s) which include their regular and highlight rosters, as determined by the Employer, or using redeployed Community Supports and Services who have not been granted vacation and/or time off during the “closure” of Community Supports and Services, and
- (b) one shift within each 24 hour period, within each work location, is staffed with a full-time employee who works in that location.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #4

RE: 12 Hour Scheduling Pattern

WHEREAS the Employer requires a change to the scheduling practices such that full-time residential staff work on weekends, and;

WHEREAS the scheduling change will result in full-time residential staff working 12 hour shifts, and;

WHEREAS this change impacts a number of negotiated terms and conditions of work;

THEREFORE the parties agree to a 12-hour shift model in residential locations within Community Living Prince Edward in accordance with the following;

1. General Description of Staffing Model:

Unless otherwise specified in this Agreement all articles of the Collective Agreement apply to employees covered by this Agreement.

The following is not be construed to be a guarantee of (subject to the overtime provisions) or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules (per Article 9.1):

- a) Staff work on a “continental” shift model, covering the full 7-day work week;
- b) Staff work 80 hours per two-week pay period, comprising six 12-hour shifts, and one 8-hour shift. Normal work schedules will comprise 36 hours one week, and 44 hours the next (or the reverse);
- c) Staff working in this model will have every other week-end off as a 3-day weekend (Fri-Sat-Sun);
- d) Model will apply to all Residential locations, except Ontario Street, which will remain as an 8-hour model, for reasons relating directly to the needs of the individuals living there.
- e) Shift Pattern – 7 a.m. to 7 p.m. (or 7 p.m. to 7 a.m.) will be the “normal pattern” of shifts, but the Employer will reserve the right to schedule alternate shifts or shift patterns, depending upon the needs of individuals and/or particular locations.
- f) There will be no “split shifts”.
- g) It is understood that the Employer shall make every reasonable effort to keep employees in their current work location.

2. All employees will remain in their current classification i.e. RSW 1, RSW 2, FTR, Relief, etc.

3. Shift Differential for RSW1 Employees – Full-time RSW 1 employees who work a 12 hour schedule model of 80 hours over two weeks that is inclusive of Saturday and Sunday will be paid a Shift Differential equivalent to the difference between the RSW2

and RSW1 rate of pay for four (4) hours of the 12 hour scheduled shift that is inclusive of overnight hours. The RSW 1 rate shall apply for the remaining eight (8) hours of work. The Shift Differential would be consistent with the employees' current level on the Payroll Grid.

For the purposes of this agreement, the combination of the Shift Differential and the Shift Premium will be payable to RSW1 employees and will not be considered "pyramiding" as described in Article 17 of the Collective Agreement.

4. **Accumulation of Sick Leave** – The employer will provide sick leave credits to of 144 hours annually for full-time residential staff who work a 12-hour shift schedule of 80 hours over two weeks that is inclusive of Saturday and Sunday, at an accrual rate of 72 hours on April 1 and October 1 **each year.**
5. **Article 11.5 – re Consecutive Days Off** – Interpret as implying "a minimum of two consecutive days off" per week.
6. **Article 9.3 – Meal Periods and Article 12.1 – Rest Periods** –Employees will receive paid meal periods of one hour plus another of ½ hour per shift. Employees will receive 3 paid rest periods of 15 minutes each.
7. **Articles 24, 25, 26 – Special, Bereavement and Court Attendance Leaves of Absence** – Interpret to imply that leave shall be for the length of the scheduled shift.

- a. **Article 29 – Vacations**

Vacation shall be subject to the following accruals;

- less than 5 years = 120 hours
- more than 5, less than 10 years = 160 hours
- more than 10, less than 15 years = 200 hours
- more than 15, less than 20 years = 240 hours
- more than 20 years = 280 hours

Employees will accrue vacation monthly, and will be credited on April 1 for vacation accrued between April 1 and September 30, and will be credited on October 1 for vacation accrued between October 1 and March 31.

8. **Article 30 - Paid Holidays** – Paid holidays shall be recognized and compensated (in lieu of paid time) as equivalent to the normal scheduled shift on the paid holiday.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #5

RE: Wage Re-Opener

The Union and the Employer agree to reopen Appendix A (wages) for the purposes of negotiating salary increases in the event that additional Ministry funding becomes available and is intended for salary over and above the wage increases negotiated in this Collective Agreement and in accordance with the guidelines under which any such monies are received by Community Living Prince Edward.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #6

RE: Part-Time Conversions

Local representatives from both the Employer and the Union shall meet to review the use of part-time positions within the agency. The parties shall discuss the issues surrounding the conversion of Part-time positions to Full-time positions. The Employer shall make available all relevant information in order for the parties to have an informed discussion.

Operational considerations, specifically ensuring the provision of services and supports to individuals shall be one of the factors for consideration.

Where work schedules can accommodate the use of fewer Part-time positions, and if the MCSS provides the Employer with targeted funding for part-time conversion, the Employer shall work with the Local Union to convert Part-time positions into Full-time positions.

For purposes of establishing a conversion formula, Part-time employees are employees who are not full-time as set out in the collective agreement. When converting Part-time positions into Full-time positions, conversions shall occur as per the job posting language in the collective agreement.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #7

RE: Provincial Transformation Initiatives

Notice and Disclosure

- a) Provided that the Employer receives sufficient notice, it shall give the Union five (5) months' notice in writing in the event the Employer is planning, or receives notice that the Ministry is planning, reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.
- b) The Employer shall meet with the Union within thirty (30) working days of the written notice at which time the Employer shall fully disclose to the Union any information it may have regarding plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of the bargaining unit members.

Mergers and Amalgamations

- c) The parties agree that there are no plans for mergers or amalgamations at the time of the execution of this agreement.
This Letter of Understanding is intended to provide an orderly process in the event that Provincial transformation results in changed circumstances.
- d) In the event of the merger(s) and amalgamation(s) of agencies in the Developmental Services sector, initiated by the Ministry, the Employer agrees it will not oppose an application by the Ministry for a Regulation under the Public Sector Labour Relations Transition Act (PSLRTA) to include these mergers in the legislation.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #8

RE: Joint Committee on Staff Scheduling

Whereas the parties agree that a variety of issues, including Collective Agreement language and Employer policies, have combined to create frustrations and difficulties for both parties in terms of the scheduling process; and

Whereas the parties have a mutual interest in reaching a negotiated contract settlement that addresses the issues for both parties;

Therefore the parties agree to the formation of a Joint Committee comprised of equal representation from the Union, one of which is the Local President or designate and the Employer to discuss the concerns of both parties and to attempt to arrive at new approaches that provide for the delivery of quality public supports and services in the community, and to make recommendation to the Employer for changes to policy, and to the parties for discussion at the next round of negotiations for the renewal of the Collective Agreement.

Such committee shall meet within 30 days of ratification of the collective agreement and every three (3) months thereafter on a go forward basis or more frequently if necessary and mutually agreed upon.

Committee members shall be compensated at the straight time hourly rate for all hours spent representing the Bargaining Unit in committee meetings.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #9

RE: HRAP

The Employer understands the concern of the Union for the protection of the seniority and bargaining rights of its members in the event of a proposed merger or amalgamation of agencies, and agrees to work vigorously with the Union to protect those rights in such an eventuality. Employees who may be impacted by an integration are valued and are to be treated fairly and respectfully. The employer and union agree that they will make reasonable efforts to reduce any negative impact should a merger or amalgamation occur.

The Employer recognizes that any proposed merger or amalgamation of agencies in the Developmental Services sector would likely be considered a “sale of business” for the purposes of Section 69 of the *Labour Relations Act*, and that the *Public Sector Labour Relations Transition Act* (PSLRTA) would provide for an orderly transition on the event of a merger, in that it has well-established processes for determining bargaining units, bargaining agents, and the dovetailing of seniority of employees.

Further, the Employer has agreed elsewhere in this Agreement (Letter of Understanding #7), that it will provide the Union with advance notice of any such initiative, and that it would support a Regulation to include any merger or amalgamation of the agency or its services under PSLRTA.

Finally, the Employer agrees to work with the Union to create a Human Resources Adjustment Plan (HRAP) in the event of a merger, once all parties to the merger are known and can fully participate in the creation of the HRAP.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #10

RE: Central Bargaining/Central Framework Agreement

Upon invitation from the Union, the Employer agrees to attend a forum hosted by OPSEU where the concept of central bargaining will be presented.

Should a central bargaining process be established for developmental services in Ontario during the term of this agreement, and should the parties agree to participate in that central bargaining process, this collective agreement will be re-opened and the term will be adjusted accordingly.

In the event that the parties agree to participate in a central bargaining process, the Employer agrees to lobby the Provincial Government for adequate funding to allow Employers to jointly bargain.

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #11

Upon invitation from the Union, the Employer agrees to attend a joint presentation with Local Senior Union Representatives by representatives from the OPTrust Select Pension Plan

Signed at _____ this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE UNION

COMMUNITY LIVING PRINCE EDWARD

GOAL & VISION

The goal of Community Living Prince Edward is:

"That all persons live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively."

This goal envisions a society in which the innate value of each one of its people is honoured and protected. The dignity and self respect that its people enjoy in their respective communities are the result of sharing and shouldering the responsibility of welcoming and supporting all members of the community without discrimination.

Fulfilment of this community responsibility will have entailed providing the necessary resources and supports, both natural and organized, wherever feasible, to ensure:

- that children are nurtured within the family and, as a consequence, enjoy the benefits of family life;
- that they go with their neighbourhood friends to their neighbourhood schools where they further their growth and development together;
- that, as they grow, people can aspire to and have typical expectations of worthwhile career options, real work for real pay and fair recognition of accomplishment;
- that they have access in adulthood to decent and appropriate homes which they are able to call their own;
- that they can retire, eventually, to enjoy the lifestyle and activities of their own choosing.

Because the quality of our lives is so dependent upon how, when, where and with whom we are free to live, love, learn, work and spend our personal time, the exercise of our community responsibilities will have ensured that people are free and have the necessary empowerment to enable them:

- to make real choices in self-defined terms, however those terms are expressed;
- to enjoy real friendships and other naturally supportive relationships.

SCHEDULE 'A'**JOB CLASSIFICATION/SALARY SCHEDULE****Effective April 1, 2018**

Job Title	Entry Level		Year 1		Year 2	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Resource Consultant	26.63	55,390	27.09	56,347	27.54	57,283
CSW - 3	27.71	54,035	28.17	54,932	28.66	55,887
Coordinator	26.98	56,118	27.41	57,013	27.87	57,970
CSW 2 - SIL	25.62	53,290	26.02	54,122	26.45	55,016
CSW 2 - ARS	25.62	53,290	26.02	54,122	26.45	55,016
CSW 2 - VOC	25.66	50,037	26.12	50,934	26.55	51,773
RSW 2	25.06	52,125	25.48	52,998	25.91	53,893
RSW 1	23.08	48,006	23.35	48,568	23.65	49,192
RSW 1 - Relief	23.08		23.35			
CSW 1/ RSW 2 - Relief	25.06		25.48			
CSW 2 - SIL Relief	25.62					
CSW 2- VOC Relief	25.66					

Annual Rates: based on 2080 hours worked per year for all classifications except CSW-3 and CSW 2-VOC which are based on 1950 hours worked per year.

**** Stipend paid in 2018 - no GWI at April 1, 2018**

Effective October 4, 2018
Updated to include Pay Equity to 2018

Job Title	Entry Level		Year 1		Year 2	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Resource Consultant	26.91	55,973	27.37	56,930	27.82	57,866
CSW - 3	27.99	54,581	28.45	55,478	28.94	56,433
Coordinator	27.26	56,701	27.69	57,595	28.15	58,552
CSW 2 - SIL	25.90	53,872	26.30	54,704	26.73	55,598
CSW 2 - ARS	25.90	53,872	26.30	54,704	26.73	55,598
CSW 2 - VOC	25.66	50,037	26.12	50,934	26.55	51,773
RSW 2	25.34	52,707	25.76	53,581	26.19	54,475
RSW 1	23.37	48,610	23.64	49,171	23.94	49,795
RSW 1 - Relief	23.37		23.64			
CSW 1 / RSW 2 - Relief	25.34		25.76			
CSW 2 - SIL Relief	25.90					
CSW 2- VOC Relief	25.66					

Annual Rates: Based on 2080 hours worked per year for all classifications except CSW-3 and CSW2-VOC which are based on 1950 hours worked per year

Effective April 1, 2019
includes Pay Equity to 2018

Job Title	Entry Level		Year 1		Year 2	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Resource Consultant	27.16	56,492.80	27.62	57,449.60	28.07	58,385.60
CSW - 3	28.24	55,068.00	28.70	55,965.00	29.19	56,920.50
Coordinator	27.51	57,220.80	27.94	58,115.20	28.40	59,072.00
CSW 2 - SIL	26.15	54,392.00	26.55	55,224.00	26.98	56,118.40
CSW 2 - ARS	26.15	54,392.00	26.55	55,224.00	26.98	56,118.40
CSW 2 - VOC	25.91	50,524.50	26.37	51,421.50	26.80	52,260.00
RSW 2	25.59	53,227.20	26.01	54,100.80	26.44	54,995.20
RSW 1	23.62	49,129.60	23.89	49,691.20	24.19	50,315.20
RSW 1 - Relief	23.62		23.89			
CSW 1/ RSW 2 - Relief	25.59		26.01			
CSW 2 - SIL Relief	26.15					
CSW 2- VOC Relief	25.91					

Annual Rates: Based on 2080 hours worked per year for all classifications except CSW-3 and which are based on 1950 hours worked per year

Effective April 1, 2020
includes Pay Equity to 2018

Job Title	Entry Level		Year 1		Year 2	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Resource Consultant	27.41	57,012.80	27.87	57,969.60	28.32	58,905.60
CSW - 3	28.49	55,555.50	28.95	56,452.50	29.44	57,408.00
Coordinator	27.76	57,740.80	28.19	58,635.20	28.65	59,592.00
CSW 2 - SIL	26.40	54,912.00	26.80	55,744.00	27.23	56,638.40
CSW 2 - ARS	26.40	54,912.00	26.80	55,744.00	27.23	56,638.40
CSW 2 - VOC	26.16	51,012.00	26.62	51,909.00	27.05	52,747.50
RSW 2	25.84	53,747.20	26.26	54,620.80	26.69	55,515.20
RSW 1	23.87	49,649.60	24.14	50,211.20	24.44	50,835.20
RSW 1 - Relief	23.87		24.14			
CSW 1/ RSW 2 - Relief	25.84		26.26			
CSW 2 - SIL Relief	26.40					
CSW 2- VOC Relief	26.16					

Annual Rates: Based on 2080 hours worked per year for all classifications except CSW-3 and CSW2-VOC which are based on 1950 hours worked per year