

**COLLECTIVE AGREEMENT**

between

**FORWARD HOUSE OF LONDON**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 4504**

**April 1<sup>st</sup>, 2016 - March 31<sup>st</sup>, 2022**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Agreement, to provide an orderly procedure for the prompt disposition of grievances, to establish and maintain working conditions, hours of work, and wages for employees covered by this Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### 2.01 Management Rights

The Union recognizes that the management function of the Employer, and the direction of the workforce rests exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of the Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) to hire, classify, direct, promote, demote, transfer, discipline, suspend, discharge and lay off employees and to assign employees to shifts and to increase and decrease working forces, provided that a claim of classification, promotion, demotion, transfer or discipline contrary to the provisions of this Agreement, or a claim that an employee (except a probationary employee) has been discharged without just cause, or a claim that a probationary employee has been discharged in a manner which is arbitrary or in bad faith, may be the subject of a grievance, as hereinafter provided.
- (c) make, alter and enforce reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement. It is agreed that, prior to implementing new rules and regulations, the Employer will meet with the Labour-Management Committee and inform them of such rules and regulations.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

### 3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive bargaining agent of all employees of Forward House of London in the City of London, save and except Supervisors, persons above the rank of Supervisor, and administrative assistants.

### 3.02 Work of the Bargaining Unit

- (a) Supervisors and other employees excluded from the Bargaining Unit shall not perform duties normally performed by employees in the Bargaining Unit which shall directly cause or result in the layoff or permanently reduce hours of work or pay of employees in

the Bargaining Unit, except that supervisory personnel may continue to perform those tasks, assignments or responsibilities that have historically been performed by such persons.

- (b) Volunteers may be used to enhance the services provided by Forward House, but they shall not be used to replace or reduce the hours of work of a Bargaining Unit employee.
- (c) It is understood that community college students are supernumerary, and their utilization will not result in the direct layoff of any employee covered by this Agreement, nor will community college students be used to fill established positions within the Bargaining Unit.

### 3.03 No Other Agreements

The Employer agrees that, for the duration of the Agreement, it will not enter into any other Agreement with any of the employees in the Bargaining Unit, either individually or collectively, which will not conform to the provisions of this Agreement.

- 3.04 The Employer will not contract out work currently performed by employees in the Bargaining Unit to the extent that such contracting out directly results in the permanent layoff or permanent reduction in salary of a Bargaining Unit employee. The Employer may continue to contract out those services presently being contracted out.

### 3.05 Definition of Employment Status

- (a) "Full-time" refers to any employee who is regularly scheduled to work more than twenty-four (24) hours per week.
- (b) "Regular Part-time" refers to any employee who is regularly scheduled to work twenty-four (24) hours per week or less, on a predetermined basis, and who offers to make a commitment to be available for work on a regular basis.

Where a regular part-time employee works a combination of sleep over hours and other hours, the sleep over hours shall not be considered for the purpose of this provision nor shall any casual or relief hours which a regular part-time employee may work.

- (c) "Casual Part-time" refers to any employee who may elect to work or not and who is used to replace regular part-time or full-time who are absent. Casual part-time employees must provide the Employer with an availability list.

NOTE: The terms "casual" and "relief" shall be interchangeable throughout the collective agreement as they relate to shifts.

(d) "Temporary Employee" refers to any employee employed in a temporary position for a definite term or task not to exceed three (3) months or employed for the length of any approved leave of absence. Such temporary employment may be extended beyond the original defined term on a temporary basis for a specified period by mutual agreement of the Employer and the Union. Temporary employees will be covered by Articles 4, 5, 9, 10, 11, 15, 16 and 17 of the Collective Agreement. Vacation pay shall be in accordance with the Employment Standards Act. Should a temporary employment obtain permanent SW1 or SW2 status with no break in service, the employee will be credited with seniority for all hours worked as a temporary employee.

3.06 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the Bargaining Unit as hereinbefore defined.

#### **ARTICLE 4 – DISCRIMINATION AND WORK STOPPAGE**

##### **4.01 No Discrimination**

Forward House and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or in the administration of any of the provisions of this Collective Agreement by reason of any grounds prohibited under the Ontario Human Rights Code, nor by reason of the employee's membership in the Union or Union activity as authorized by this Agreement.

##### **4.02 No Harassment**

The Employer and the Union agree that no form of harassment will be allowed in the workplace. Harassment is defined as vexatious comment or conduct that is known or ought to be known to be unwelcome.

Where the alleged harasser is the victim's supervisor, any complaint can be filed at the next level of management.

##### **4.02 No Strikes or Lockouts**

- (a) There will be no strikes or lockouts as those terms are defined in the Labour Relations Act, as amended from time to time.
- (b) In the event persons who are not covered by this Agreement engage in a lawful strike or are locked out at Forward House, members who are covered by the Agreement shall not be required to perform work normally done by the people who are on strike or locked out, and shall not be penalized in any way if they do so refuse.

**ARTICLE 5 – VIOLENCE IN THE WORKPLACE**

5.01 The Employer and the Union refer employees to the Forward House Policy “Prevention of Workplace Violence”. This reference is made for the convenience of, and assistance to, employees. The parties do not intend that the policy is incorporated by reference into the Collective Agreement.

With respect to workplace violence issues, the Employer and the Union have agreed as follows:

5.02 Injury Pay Provisions

An Employee who is injured or traumatized during working hours, and is required to leave for treatment or is sent home for such incident shall receive payment for the remainder of the shift at the employee’s regular rate of pay without deduction from sick leave.

5.03 Transportation

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital as a result of a workplace incident shall be at the expense of the Employer.

5.04 Reporting

When there is an incident involving violence an incident report shall be completed. The incident report shall be forwarded (including by email) to each Chairperson of the Joint Health and Safety Committee or designates within 48 hours of the incident being reported.

**ARTICLE 6 – CHECK-OFF OF UNION DUES**

6.01 Check-Off Payments

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and By-Laws, and owing by the employee to the Union.

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15<sup>th</sup> day of the following month accompanied by a notice of changes to the list of the names and classifications of Employees from whose wages the deductions have been made.

6.03 The list referred to in Article 5.02 shall include each employees’ name, classification, total regular wages and amount of dues deducted per employee.

## **ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 Orientation of New Bargaining Union Employees**

The Employer will supply the Local President or alternate with the names of new employees. New employees will attend a Union orientation up to thirty (30) minutes during regular working hours without loss of earnings. The orientation will be scheduled no later than one (1) month after the date of their first shift worked. The Local President or alternate will not suffer any loss of earnings.

## **ARTICLE 8 – CORRESPONDENCE**

### **8.01 Correspondence**

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or his designate to the Local President. All correspondence will be forwarded as soon as possible but no later than fourteen (14) days after the occurrence necessitating the correspondence.

## **ARTICLE 9 – LABOUR/MANAGEMENT RELATIONS**

### **9.01 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **9.02 Labour Management Committee**

- (a) A Labour Management Committee shall be established consisting of not more than three (3) members of the Bargaining Unit as chosen by the Union and not more than three (3) representatives of the employer. The Union Committee and the Employer shall meet each month at a time mutually agreed upon provided there is business for their joint consideration. Necessity for a meeting will be indicated by letter from one party to the other party delivered at least five (5) calendar days in advance of the scheduled meeting, containing an agenda of the subjects to be discussed.
- (b) Each member of the Labour Management Committee shall receive her regular pay for all regularly scheduled working hours lost due to attendance at meetings with the representatives of the Employer pursuant to Article 8.02(a) of this Agreement.

- (c) Minutes of each meeting of the Committee shall be prepared and distributed as promptly as possible after the close of the meeting. Responsibility for preparation of minutes shall be rotated every six (6) months.
- (d) The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.03 Union Bargaining Committee

- (a) A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of The Canadian Union of Public Employees, Local 4504. The Union will advise the Employer of the Union nominees to the Committee.
- (b) The Employer agrees to recognize the members of the said Committee as set forth in this Agreement for the purpose of bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for or the renewal of any Agreement. Each member of the Union Bargaining Committee shall receive her regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer, up to but not including conciliation.
- (c) The Union Committee shall have the right at any time to have the assistance of representative(s) of CUPE when meeting with the Employer or the Employer's representative. Such meeting will be arranged with the Executive Director and will be held at a time and place mutually convenient to both Parties.

9.04 Resolutions and Reports of the Board

- (a) The Employer agrees to advise the Union of Board policies or decisions which affect employees within the Bargaining Unit, and to reasonably facilitate representations to the Board made by the Union through the Executive Director.
- (b) Published minutes of the Board of Directors of Forward House of London will be forwarded to the Local President upon request.

**ARTICLE 10 – GRIEVANCE PROCEDURE**

10.01 Stewards

- (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect not more than four (4) Stewards, whose duties shall be to assist any employee which the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.
- (b) The Union shall notify the Employer in writing of the name of each Steward.



- (c) The Union acknowledges that the Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first obtained permission from their Immediate Supervisor, which shall not be unreasonably withheld. The Stewards shall state their destination to their Immediate Supervisor and shall report again to her at the time of their return to work. In accordance with the foregoing, the Employer agrees that Stewards servicing grievances of employees during their regular working hours shall not be subject to any deduction in their regular pay. The Parties agree that the processing of grievances at Step No. 1 and 2 shall be arranged, so far as reasonably possible, between 0830 and 1630 hours.

#### 10.02 Definition of Grievance

- (a) For the purpose of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- (b) Procedure

##### Step 1 – Complaint Stage

If an employee has any complaint, which she wishes to discuss with the Employer, she shall take the matter up with her Immediate Supervisor within seven (7) calendar days after the circumstances giving rise to the complaint have originated or occurred. If such complaint is not settled to the satisfaction of the employee concerned within five (5) calendar days, then the employee may file a formal grievance following the steps of the grievance procedure as described below. No grievance shall be considered if the Immediate Supervisor has not been given the opportunity to resolve it at the complaint stage.

##### Step 2

Failing satisfactory settlement at the complaint stage, the aggrieved employee(s) may submit the grievance in writing, within seven (7) calendar days of receiving the answer at the complaint stage, to the Executive Director or designate. Within seven (7) calendar days after the grievance is submitted, a meeting shall be held between the Union and the Employer at a mutually agreeable time. At the meeting with the Executive Director, there may be present the said employee, the Local President and a representative of the Union, and the Employer may have in attendance at such meeting on its behalf such representative(s) as it considers advisable or necessary. The Employer's decision shall be given within five (5) calendar days after the meeting referred to herein is held.

Failing a settlement under Step No. 2 of any grievance, such grievance may be taken to arbitration as hereinafter provided and if no written request for arbitration is received within thirty (30) calendar days after the decision in Step No. 2 is given, the grievance shall be deemed to have been settled.

(c) Group Grievance

Where two (2) or more employees have identical grievances, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the Grievance Procedure.

(d) Policy Grievance

Either the Employer or Union may initiate a grievance consisting of an allegation of the general misinterpretation or violation of this Agreement by the Employer, the Union or any of the employees.

In the case of such a grievance by the Union, it shall be submitted in writing to the Executive Director (Step No. 2 of the Grievance Procedure) within ten (10) calendar days after the circumstances giving rise to the grievance have occurred; it is expressly understood and agreed that the provisions of this Article may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

In the case of such a grievance by the Employer, it shall be submitted in writing to the local President within ten (10) calendar days after the circumstances giving rise to the grievance have occurred. Within seven (7) calendar days after the grievance is submitted, a meeting shall be held between the Union and the Employer at a mutually agreeable time. The Local President shall give his decision within five (5) calendar days after the meeting and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Article 10 hereof.

(e) Replies in Writing

All replies to grievances shall be in writing.

(f) Facilities for Grievances

The Employer shall supply the necessary facilities at the administration office for the grievance meetings, provided such facilities are available.

10.03 The Union shall have the right at any time to have the assistance of representative(s) of CUPE when meeting with the Employer.

**ARTICLE 11 – UNION WEBSITE**

The Union will be allowed to post on its website the following Employer Forms:

1. Authorized Absence Requests
2. Switch of Shift Requests

3. Availability Forms
4. Mandatory Training Schedules

## **ARTICLE 12 – ARBITRATION**

### 12.01 Composition of Board of Arbitration

When the Union requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the Employer, indicating the name of its Nominee on an arbitration board. Within five (5) calendar days thereafter, the Employer shall answer in writing by indicating the name and address of its Nominee to the Arbitration Board. The two (2) Nominees shall then meet to select an impartial chair.

### 12.02 Failure to Appoint

If the two (2) Nominees fail to agree upon a chair within seven (7) days of their appointment, they may request the Minister of Labour to appoint a chair.

### 12.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

### 12.04 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the Nominee it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chair.

12.05 Where both Parties agree, a single arbitrator with the same limitation and powers as a Board of Arbitration may be substituted for a Board of Arbitration, except it is understood that either party may unilaterally apply for a sole arbitrator under the “expedited arbitration” provisions of the OLRA.

12.06 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

12.07 No person who has been involved in any attempt to negotiate or settle the grievance shall be a Nominee or the Chair.

12.08 The Parties, at the meeting at Step No. 2, may call upon the assistance of an employee or employees as mutually agreed.

## **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### 13.01 Discharge Grievance

A claim by an employee who has completed her probationary period that she has been unjustly discharged, or a claim by an employee who has not completed her probationary period that she has been discharged in a manner which is arbitrary or in bad faith, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step No. 2 within five (5) calendar days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee;
- (b) reinstating the employee without loss or seniority rights and with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

13.02 The Local President or designate will be present at all dismissal meetings. The Employer will endeavour to arrange termination meetings between 9:00 a.m. and 5:00 p.m. The Employer is not responsible to pay the Local President or designate if she is off duty at the time of the meeting.

13.03 A member of the Union Executive or a Steward shall be present at any formal meeting with a representative of the Employer that is likely to result in disciplinary action on the part of the Employer. The Employer is not responsible to pay the Union representative if she is off duty at the time of the meeting.

### 13.04 Personnel Records

An employee shall have the right to have access to and review her personnel records in the presence of designated personnel staff and to receive copies of any documents in her file if she has not already received copies.

### 13.05 Adverse Report

Any disciplinary notation in an employee's file shall be purged from that file after eighteen (18) months provided that the employee has been discipline free during that period. Any disciplinary notation which involves a failure to record a dispensing of medication will be purged from the file after twelve (12) months.

## **ARTICLE 13A – TIME LIMITS**

13A.01 The time limits fixed in the Grievance and Arbitration Procedure, and in Article 11.01, may be extended by written consent of the Parties to this Agreement. Both Parties agree to consider compliance with any request for extension.

## **ARTICLE 14 – SENIORITY**

### **14.01 Definition of Seniority and Prior Service**

Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to certification or recognition of the Union. Part-time employees shall accumulate seniority based on the number of hours worked. Part-time employees will be credited with one (1) year of seniority for every two thousand (2000) hours worked. Seniority shall operate on a Bargaining Unit wide basis. Notwithstanding the foregoing, no part-time employee shall accrue more than one (1) year of seniority in any one (1) year.

- (a) Seniority prior to date of certification will be determined by last date of hire and will be calculated in hours using a factor of two thousand and eighty (2,080) hours per year. The Employer will prepare and deliver to the Union for review a seniority list as of the date of certification, April 3, 2001.
- (b) Seniority following certification shall accumulate based on the number of hours worked. Seniority shall operate on a Bargaining Unit wide basis. Notwithstanding the foregoing, no employee shall accrue more than two thousand and eighty (2,080) hours in any one year.
- (c) Employees who are absent from work due to illness or accident for less than one (1) year shall continue to accumulate seniority during the period of such absence.

An SW1 Employee's seniority will be calculated based on the average weekly hours accrued over the immediate three (3) months preceding the date of absence.

### **14.02 Posting of Seniority List**

The seniority list will be compiled and posted by January 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup> and October 31<sup>st</sup> in each year. An up to date seniority list shall be posted on the Union bulletin board and available in the communication book at each location. A copy of the seniority list shall be sent to the Union. The seniority list will show start date as well as hours worked.

### **14.03**

- (a) A new employee shall be on probation until after she has completed four hundred and eighty (480) hours of work. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list and credited with seniority as of the date of commencement of the successful probationary period.
- (b) It is expressly understood by both Parties that during the probationary period an employee shall be considered as being employed on a trial basis, and may be disciplined or discharged at any time at the sole discretion of the Employer if deemed unsuitable for the position by the Employer, provided however that such termination shall not be exercised in a manner which is arbitrary or in bad faith.

#### 14.04 Loss of Seniority

An employee shall lose all service and shall be deemed to have terminated if she:

- (a) she is discharged for just cause and is not reinstated;
- (b) she resigns;
- (c) she is retired;
- (d) she fails upon being notified of a recall to signify her intention to return within three (3) calendar days after she has received the notice of recall mailed by registered mail to her last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed between the employee and the Employer;
- (e) she has been laid off for eighteen (18) consecutive calendar months;
- (f) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer and failure to notify was not due to circumstances within the employee's control;
- (g) fails to return to work upon the expiration of a leave of absence, for reasons within the employee's control, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing.

#### 14.05 Address and Phone

It is the employee's responsibility to ensure that her home address and telephone number are always current. If the employee fails to do this, the Employer will not be responsible for failure to notify.

#### 14.06 Transfers Outside Unit

- (a) No employee can be permanently transferred to a position outside of the Bargaining Unit without her consent. The Employer may temporarily transfer an employee to a position outside of the Bargaining Unit with the employee's consent.
- (b) At the time of transfer, the employee shall retain earned seniority, but no additional seniority shall accumulate until the employee returns to the Bargaining Unit position.
- (c) An employee transferred out of the Bargaining Unit can be returned to her previous position if the return occurs within one (1) year of transfer. No Bargaining Unit employee shall be laid off as a result of the return of the transferred employee. If the employee is a new hire, layoff and recall provisions shall apply.

## **ARTICLE 15 – PROMOTIONS AND STAFF CHANGES**

### **15.01 Positions Which Are Posted**

(a)

- i. Permanent job vacancies, new positions, and positions for contract employees of three (3) months duration or more, within the Bargaining Unit shall be posted by the Employer for a period of fourteen (14) calendar days in order that employees may have the opportunity to apply for such positions. Applications for such vacancies shall be made in writing within the fourteen (14) day period referred to above and shall be submitted by 4:00 p.m. of the fourteenth (14th) day. A copy of the notice will be sent to the local Union.
- ii. Casual employees can request in writing to their immediate supervisor a move to a different zone at any time.

When a supervisor is hiring additional casual staff, they will offer the 1<sup>st</sup> available position in order of request dates, to the SWI who has filed a request to change zones. If the SWI refuses the opportunity to change zones, the request goes to the bottom of the list. If two or more SWI employees have the same date of request, the opportunity to change zones will be offered in the order of their seniority.

(b) Contract Positions Resulting from Leave

It is understood that the Employer may fill a vacancy created by any leave of absence on a temporary basis (three (3) months duration or more) in accordance with the following:

- i. The position shall be posted internally: any successful applicant at the end of the temporary period shall be returned to his/her former position and status, and any other employee affected shall be likewise returned to his/her former position and status.
- ii. In the event the temporary vacancy is not filled through the internal posting procedure, the Employer may hire a new employee for a fixed term. The termination of this employee at the end of the fixed term shall be deemed to be for just cause. The employee during the period of the fixed term shall not have rights to apply to any vacancy except as an external candidate.
- iii. By mutual Agreement between the Employer and the Union, the fixed term may be extended if the circumstances require.

### **15.02 Information on Postings**

Such postings shall contain the following information:

wage or salary rate or range, location (SW2 only), zone (RPT SW1 only), days on the schedule (existing SW2 position only), number of hours, qualifications, start date, closing date. Guaranteed hour positions for SW1 & SW2, will have the current times and locations where work is required. It is understood that the times and locations are subject to change based on operational requirements.

#### 15.03 External Applications

The vacancy will not be advertised through external sources until after the completion of the fourteen (14) day period in Article 13.01(a) and until the Employer has reviewed the applications submitted within such fourteen (14) day period and has interviewed qualified applicants.

#### 15.04 Role of Seniority in Promotions

- (a) In cases of promotion (other than appointments to positions outside the scope of the Bargaining Unit) the following factors shall be considered:
- i. skill, qualifications, ability, and experience;
  - ii. seniority.

Where the factors in (i) are relatively equal, seniority shall govern.

- (b) In cases of lateral transfers within the same classification, seniority will govern in making the appointment provided that the senior employee can perform the work.
- (c) The Employer will post the name of the successful candidate and will meet with any unsuccessful candidate(s) (if requested) to review the basis of disqualification.

#### 15.05 Trial Period

The successful candidate shall be allowed a trial period of up to forty-five (45) worked days. The trial period may be extended by mutual agreement between the Employer and the successful candidate. If the employee proves unsatisfactory during that time or if the employee finds the position unsatisfactory, the employee will be returned to her former position and rate of pay as will any other employee in the Bargaining Unit who is promoted or transferred by reason of such placement. Newly hired probationary employees shall be terminated and such termination shall not be subject to the Grievance and Arbitration Procedure. If a part-time employee was transferred to full-time employment as a result of this placement, such employee shall be returned to her former part-time position. Having successfully completed a trial period in a classification, an employee will not need to complete any further trial periods in the same classification.

Once a GHP employee has completed one trial period, they will not be eligible for a new trial period if the employee accepts a new GHP position in the same Supervisor Zone provided they have already been trained in that location.



15.06 Union Notification

The Union shall be notified in writing, including email, within seven (7) calendar days of all appointments, hiring, layoffs, recalls and terminations of employment of employees holding jobs in the Bargaining Unit.

15.07 Filling Position While Posting

The Employer may temporarily fill any vacancy while observing the procedure set forth herein.

15.08 If No Qualified Applicants

Nothing in the posting procedure shall prevent the Employer from hiring persons from outside the Bargaining Unit when or if no qualified employee from within the Bargaining Unit applies.

**ARTICLE 16 – LAYOFFS AND RECALLS**

16.01 Definition of Layoff

A layoff of a full-time or regular part-time employee shall be defined as the permanent discontinuation or reduction in hours of a position.

16.02 Who Laid Off and Bumping

(a) Support Worker 2 Staff

- i. In the event of a layoff, SW2 employees with the least seniority at the location at which the layoff takes place shall be laid off first, provided that the SW2 employees who remain on the job then have the skill, qualifications, ability and experience to perform the work available and required.
- ii. An SW2 employee laid off pursuant to Article 14.02(a)(i) shall have the option of:
  1. accepting the layoff; or
  2. displacing the least senior SW2 employee in the zone to which the location has been assigned; or
  3. displacing the least senior SW2 employee in any of the other zones; or
  4. if there is no other SW2 employee with less seniority than the SW2 employee to be laid off, the least senior Regular Part-Time SW1 in the zone to which the location has been assigned.
- iii. Employees displaced through the procedure set out in Article 14.02(a)(ii) shall herself be entitled to displace the least senior SW2 in any other zone or the least senior SW2 in the Bargaining Unit.

(b) Support Worker 1 Staff

- i. In the event of a layoff, Regular Part-Time SW1 employees with the least seniority within the zone in which the layoff takes place shall be laid off first, provided that the Regular Part-Time SW1 employees who remain on the job then have the skill, qualifications, ability and experience to perform the work available and required.
- ii. A Regular Part-Time SW1 laid off pursuant to Article 14.02(b)(i) shall have the option of:
  1. accepting the layoff; or
  2. displacing the least senior Regular Part-Time SW1 in any of the other zones.
- iii. Any Regular Part-Time SW1 employee displaced through the procedure set out in Article 14.02(b)(ii) shall herself be entitled to displace the least senior Regular Part-Time SW1 in the Bargaining Unit.

16.03 Recall

Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in Article above, for the period of eighteen (18) months, in the order of their seniority, provided that she then has the skill and ability to perform the work available and required.

16.04 Postings While Employees Laid Off

The Employer shall notify an employee who has been laid off of all postings of positions within the Bargaining Unit which are of an equal or higher classification than the position the Employee was laid off from, by sending a letter to the employee's last address on the records of the Employer.

16.05 Notice of Layoff

The Employer shall give employees who are to be laid off notice of lay-off or regular pay for the notice period, in lieu of such notice, in accordance with the provisions of the Employment Standards Act.

16.06 No New Employees

No new employees shall be hired in the classification in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this Article, have been given the opportunity to return to work.

16.07 Grievance for Layoffs

Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.

**ARTICLE 17 – HOURS OF WORK**

17.01 No Guarantee

The normal hours of work established by this Article and the provisions for the payment of overtime shall not be construed as a guarantee of any hours of work per day or days of work per week or of working schedules with respect to any employee.

17.02 SUPPORT WORKER 2 (SW 2) (“Full-time” prior to certification)

- (a) The standard workday for an SW 2 shall consist of eight (8) hours, exclusive of sleep over hours, inclusive of a paid mealtime to be taken on the job. Subject to 15.02(b), the standard work week for an SW 2 shall be forty (40) hours, exclusive of sleep over hours.
- (b) Notwithstanding 15.02(a), for all full-time SW 2's on a six (6) week rotation, the normal work week shall be not less than thirty-two (32) hours nor more than forty-eight (48) hours per week and will not exceed two hundred and forty (240) hours in any six (6) week rotation.
- (c) Should any SWII position at Rogers, Stoneybrook or Vesta become vacant or a new SWII position with 3 or more supported individuals be created, the Union and the Employer will meet to discuss the possibility of posting a Monday to Friday schedule for one SWII position at each location.
- (d) The standard workday for a support worker awake night shall consist of eight (8) hours, inclusive of a paid mealtime to be taken on the job. The standard work week for a support worker awake night shall be forty (40) hours. Regular SW1 or SW2 wages will be paid when replacing the Awake Night staff.
- (e) SWII employees may work not more than one (1) day per week within the supervisor's zone at a program other than the employee's base program.

The number of shifts the SWII employee may be required to work within their supervisor's zone will be a maximum of twelve (12) full shifts per calendar year (January - December).

A supervisor may choose a consistent location for the SWII's shift or could choose to rotate the SWII through all of his or her programs.

There will be no changes to the hours or days of work. The assigned location or rotation will be consistent for the duration of the scheduling period.

A supervisor may choose not to make the scheduling change for a specific scheduling period, based on program needs as determined by the supervisor.

17.03 SUPPORT WORKER 1 (SW 1) (Part-time prior to certification)

The standard workday for an SW 1 shall consist of eight (8) hours, exclusive of sleep over hours, inclusive of a paid mealtime to be taken on the job. The standard work week for an SW 1 shall be forty-four (44) hours per week, exclusive of sleep over hours.

17.04 SCHEDULING

1. SW2

- i. Staff will be placed first on the schedule.

2. Regular Part-time SW 1

- i. SW 1 staff will be assigned to a specific supervisor based on the location the employee currently works most of her shifts.
- ii. All SW 1 guaranteed hours staff will be scheduled of up to twenty- four (24) regular part-time hours per week (eight (8), sixteen (16) or twenty-two (22) to twenty-four (24) hours) which will also include a minimum of one (1) sleep over shift per week.
- iii. An SW 1 who wishes to be classified as a Regular Part-time SW 1 must commit to working a minimum of eight (8) hours per week on a weekend (Saturday or Sunday) and a minimum of one (1) sleep over shift per week. A regular SW1 who accepts a guarantee of hours, which includes an awake shift on a weekend, will not be required to work a sleepover shift.
- iv. Regular Part-time SW 1 staff may work additional hours (up to forty-four (44) hours per week) based on their availability. Availability sheets will be requested from Regular Part-time SW 1 staff every three (3) months.
- v. Regular Part-time SW 1 staff will be assigned to a base location for the purpose of supervision and communication. The regular part-time hours may be assigned to more than one location. A Regular Part-time SW 1 staff will be orientated to at least two (2) locations. A Regular Part-time SW 1 staff may be directed by her supervisor to work her shift in any location to which she has been orientated.
- vi. A regular Part-time SW1 may request a switch of shifts with any Part-time SW1 who works for the same supervisor and is trained at the location the switched shift is/are at, on the following basis: eight (8) guaranteed hours - eight (8)

switches per calendar year; sixteen (16) guaranteed hours - twelve (12) switches per calendar year; twenty-four (24) guaranteed hours -fourteen (14) switches per calendar year. A regular part time SW1 may request a switch of shifts regardless of the length, including sleepovers, with any regular part time SW1 who works for the same supervisor and is trained at that location.

- vii. Notwithstanding Article 15.04(b)(vi), permanent switches may be allowed provided there is still one (1) weekend shift (12:01 a.m. Saturday to 11:59 p.m. Sunday), one (1) sleep over and the operational requirements of the Employer can be met.
- viii. Casual SW1 staff may request a switch of shifts with any SW1 staff (including guaranteed hours SW1 staff) a maximum of six (6) times per year with the approval of the supervisor.
- ix. Switches of shifts can be done at any time within four (4) weeks prior to or following the date of the shift to be switched. For the purpose of the guarantee of hours for SW1 employees, the employees who switch are deemed to have worked the shifts for which they were originally scheduled.
- x. Employees who have agreed to switch shifts must submit an approval form to the supervisor, signed by both parties and indicating the shifts to be switched.
- xi. If a Regular Part-time SW 1 needs to drop a shift, she will lose the remaining regular part-time hours and revert to the Casual SW 1 list.
- xii. When a Regular Part-time SW 1 terminates employment, her regular part-time hours will be posted. Any SW1 staff interested in those hours may apply.
- xiii. Supervisors' program responsibilities are subject to change. When this occurs, and the change affects the base program of the SW 1, the employee will report to the new supervisor of the base program.

### 3. Casual SW 1

- i. An SW 1 who is not a regular part-time employee will be a Casual SW 1.
- ii. Once oriented, a Casual SW 1 may be scheduled to work in any location that she has received orientation.
- iii. A Casual SW 1 will submit her availability every three (3) months.
- iv. Casual employees with no scheduled shifts at the beginning of a scheduling period must be available to work when contacted a minimum of three (3) shifts

per scheduling period in order to maintain employment.

- v. The Employer shall contact the employee by email or courier letter (no signature required) with a copy by email to the local president or designate if president is absent.
- vi. Training sessions form part of a scheduled shift as they are mandatory by the Ministry.
- vii. Medication administration has been addressed by both parties.
- viii. Once a GHP employee has completed one trial period, they will not be eligible for a new trial period if the employee accepts a new GHP position in the same Supervisor zone provided they have already been trained in that location.

#### 4. Establishing the Schedule

- i. SW 2 staff will be scheduled
- ii. Regular Part-time SW 1 staff will be scheduled
- iii. Casual SW 1 staff will be scheduled, except for vacation known to the Supervisor, in order of seniority, based on the most recently posted seniority list.
- iv. Any shifts not filled, including vacations known to the Supervisor, will be offered first to Regular Part-time SW 1 staff and then to Casual SW 1 staff, both based on stated availability.
- v. the Employer will not be required to offer any shift that would require the Employer to pay overtime

#### 5. Changes to the Schedule once Posted

- i. Where a shift or shifts become available after the schedule has been posted (including vacations approved after the schedule is posted), these shifts will be offered in the following order:
  - 1. Regular Part-time (guaranteed hours) as per rotating seniority list
    - a. not already working (at the time of the shift requiring staffing).
    - b. in supervisors zone

- c. trained in that location
  - 2. Part Time (casual) ...as per rotating seniority list.
    - a. not already working (at the time of the shift requiring staffing).
    - b. in supervisors' zone
    - c. trained in that location
  - 3. Any Part Time outside the supervisor's zone
    - a. not already working (at the time of the shift requiring staffing).
    - b. trained at that location
  - 4. Supervisor will contact any trained part-time staff using alternate phone number(s) if provided (call in rotation does not apply at this point-this is an alternate to overtime).
  - 5. Pull trained staff from another program and replace them (as alternative to overtime).
  - 6. Any Full Time or Part Time employee...volunteers who want the overtime
    - a. not already working (at the time of the shift requiring staffing).
    - b. (SW1) trained in that location
  - 7. Supervisor directs staff working to stay until relief is available. This must be in accordance with section 19 of the Employment Standards Act... (i.e.: 13 successive hours).
    - ii. the Employer will not be required to offer any shift that would require the Employer to pay overtime
6. Definition of Seniority for Scheduling Purposes: "Seniority", for the purposes of scheduling, differs from the definition of seniority as outlined in other areas of the collective agreement. Seniority for the purposes of scheduling refers to seniority of employees within a supervisor's area of responsibility. Each supervisor will maintain a seniority list that pertains to her assigned locations. Supervisors' location responsibilities are subject to change; when this occurs, a new seniority list reflecting the change of location responsibilities will be created.
7. It is understood that when any employees currently scheduled for split shifts leave their position, it will not be posted as a split shift and the Employer will not require split shifts

for any new postings.

17.05 Christmas – New Year’s Schedule

Each employee shall be available to work both Christmas Day and New Year's Day, if required. On or before October 1<sup>st</sup>, the Employer will post a blank Christmas Day - New Year's Day sheet for the upcoming season. Each employee will have the opportunity to indicate on the blank sheet the Employee's preference to work either Christmas Day or New Year's Day. This sheet will be taken down on October 15. An employee who does not indicate a preference will be presumed to be available for either day. The Employer will then prepare the Christmas Day - New Year's Day schedule and will endeavor to consider employee seniority and the employee's preference as indicated on the blank sheet. This schedule will be posted by November 1. After November 1<sup>st</sup>, authorized absences for Christmas and New Year's will be considered, for a period of seven (7) days, by the Employer.

17.06 Rest Periods

By reason of the nature of the employment, (1) rest periods cannot be guaranteed and (2) rest periods are important. If an employee finds that she is unable to have rest periods, the employee should contact her supervisor to discuss the situation.

17.07 Shift Schedules

- (a) The hours and days of work of each employee shall be posted in an appropriate place. The schedules shall be for three (3) months and shall be posted one (1) month in advance.
- (b) Availability sheets for SW 1 staff must be filed at least two (2) months prior to the schedule being posted.

17.08 Cancellation of Shifts

Failure to provide at least forty-eight (48) hours notice of cancellation of a shift by Employer shall result in payment of three (3) hours or one-half (½) of the regular rate of pay the employee would have earned for the shift. Where the Employer offers work at another location or taking the shift off without pay and the employee chooses to take the shift off, that shall not constitute a cancellation.

17.09 Sleep Over Shifts

A sleep over shift consists of eight (8) hours, the last hour of which the employee is to be awake and performing work. If an SW 1 working a sleep over shift is required to assist an individual for more than fifteen (15) minutes, the employee shall be paid for such time at the SW 1 regular straight time rate of pay.



If an SW 2 is awake to assist an individual for time over and above the last hour, she shall receive compensatory time off (time for time) at a time mutually agreed between the employee and her supervisor.

17.10 Availability Forms

Awake shifts will be a separate category from sleep over shifts on the availability forms.

**ARTICLE 18 – OVERTIME**

18.01 General Provisions

(a) Except as specifically provided in this agreement, no employee shall be required to work more than eight (8) hours in any one day, exclusive of hours in a sleep over shift, except in an emergency or to provide adequate service.

(b) Overtime shall be defined as hours authorized and worked:

- i. beyond eight (8) hours a day; or
- ii. for SW2 staff not on a six-week rotation, beyond forty (40) hours a week;
- iii. for SW2 staff on a six-week rotation, beyond forty (40) hours a week averaged over the six-week rotation period;
- iv. for SW1 staff, beyond forty-four (44) hours a week.

(c)

- i. For SW2 staff and regular part-time SW1 staff, overtime shall be compensated by affording, at the employee's option (to be decided when the overtime is worked), an entitlement to time off at one and one-half times the period of overtime worked

**OR**

pay for all hours worked at the rate of one and one-half times the employee's regular rate of pay. If the employee chooses to be paid, the payment shall be made not later than the pay date for the pay period next following the pay period in which the overtime is worked.

- ii. For Casual SW1 staff, overtime shall be paid for at the rate of one and one-half times the employee's regular rate of pay.
- iii. An employee who works 4:00 p.m. to 12:00 a.m. who is forced to stay and work the sleep over shift will be compensated at one and one-half (1.5) times their regular pay.

- iv. "An employee not scheduled to work, who is forced to stay and work the immediate day shift after a sleep over shift, will be compensated at one and one-half (1.5) times their regular pay."

(d) Hours worked on sleep over shifts shall not be considered in the calculation of overtime.

(e) The Employee shall not accumulate overtime beyond 100 hrs. per year. Anything over 100 hrs shall be paid out.

18.02 Time Change and Exchange of Shifts

Overtime will not be paid for additional hours worked as a result of change in shift at the request of an employee or changeover to daylight savings time from standard time, and vice versa, or exchange of shifts by two (2) employees. In the above circumstances, the employees will be paid straight time for hours worked.

18.03 No Pyramiding

There will be no pyramiding of overtime; that is, once an hour worked is used for an overtime calculation, it cannot be used on any other basis for overtime calculation.

**ARTICLE 19 – PAID HOLIDAYS**

19.01 The Employer recognizes the following as Paid Holidays for SW 2 employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

19.02 Should the Employer be required to observe an additional paid holiday as a result of legislation, it is agreed that one of the existing paid holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for ten (10) paid holidays remains unchanged.

19.03 In order to qualify for payment for such a holiday, an SW 2 employee must work her scheduled working day immediately prior to and immediately following the holiday, unless absent due to proven illness or other reason satisfactory to the Employer.

19.04 An SW 2 employee who qualifies under this Article and who is required to work on a Paid Holiday will receive at her option:

(a) pay for all hours worked on such day at her regular straight time rate, and

(b) will be scheduled off-duty for a period of one and a half times the period worked on the Paid Holiday. The SW 2 employee and her supervisor will endeavour to schedule the off-

duty time within one (1) month following the Paid Holiday.

**OR**

- (c) pay for all hours worked on such day at time and one-half her regular straight time hourly rate, and
- (d) will be scheduled off-duty for the period worked on the Paid Holiday. The SW 2 employee and her supervisor will endeavour to schedule the off-duty time within one (1) month following the Paid Holiday.

19.05 If an SW 2 employee's regular day off falls on a holiday, then the employee will receive an alternate day off with pay in lieu of the holiday. Alternate days off must be taken within a thirty (30) day period following the Paid Holiday.

SW 1 Employees

19.06 SW 1 employees receive entitlement in accordance with the Employment Standards Act for the ten (10) holidays recognized under Article 17.01 of this Agreement.

19.07 In addition, an SW1 employee who works on any of the ten (10) holidays recognized under Article 17.01 will be paid time and one-half her regular straight time hourly rate for all hours worked on such holiday.

**ARTICLE 20 – VACATIONS**

20.01 SW 2 employees are entitled to an annual vacation leave based on length of continuous actual work service as an SW 2 employee as set out below.

20.02 Vacation shall be arranged with due regard to the requirements of the Agency. Every attempt will be made whenever possible to accommodate staff requests in this regard. Vacations will be authorized by Supervisors in line with the above.

20.03 SW 2 employees will receive an annual vacation as follows:

- (a) December 31 of the first calendar year of employment as an SW 2 employee, an SW 2 employee shall be eligible for vacation as noted in the table below:

1 - 3 months	0 days
after 3 months	6 days
after 6 months	7 days
after 7 months	8 days
after 8 months	10days
after 9 months	11days
after 10 months	12days

after 11 months	13 days
after 12 months	15 days

All vacation credits earned by December 31, in the first year of employment as an SW 2 employee must be taken by March 31 of the following year.

No employee is entitled to take vacation during probationary period.

- (b) During the first, second and third complete calendar years of employment (January 1 to December 31) as an SW 2 employee, SW 2 employees are entitled to fifteen (15) working days' vacation.
- (c) During the fourth calendar year following Anniversary Date as an SW 2 employee, prorated accordingly, SW 2 employees are entitled to twenty (20) working days' vacation.
- (d) During the fifth calendar year following Anniversary Date as an SW 2 employee, prorated accordingly, and following calendar years, SW 2 employees are entitled to twenty-five (25) working days' vacation.
- (e) All SW 2 employees must take their full entitlement of vacation prior to December 31 in that year.
- (f) If an employee resigns or is terminated, vacation credits used, but not yet earned will be deducted from the final pay cheque.

#### Vacation Procedure

- 20.04 All bargaining unit employees who qualify, will be required to submit a proposal for their vacation entitlement. Support worker 2 employees are requested to submit a proposal for 10 to 15 days of their entitlement by January 31<sup>st</sup>.
- 20.05 SW 1 (formerly part time) employees who qualify, are requested to submit a proposal for their 10-day vacation entitlement by January 31<sup>st</sup>. SW 1 vacation requests can be booked in seven (7) day blocks.
- 20.06 No requests will be approved prior to January 31<sup>st</sup> unless the request is for vacation days to be taken from January 3<sup>rd</sup> to February 15<sup>th</sup>.
- 20.07 The Employer will respond to these requests within 10 business days after January 31<sup>st</sup>. Approval of vacation days will be based on \*seniority, program needs and availability of replacement staff.
- 20.08 Failure to submit a vacation request proposal for the first 10 days (SW 1) or 15 days (SW 2) days of entitlement by January 31<sup>st</sup>, will result in being scheduled off at the discretion of the Employer.

- 20.09 An employee whose initial request for vacation was not approved, will be given until February 28<sup>th</sup> to submit a second proposal. The employee's supervisor will respond to the second proposal within 10 business days after February 28<sup>th</sup>.
- 20.10 Employees whose second vacation request has not been approved, and employees with additional vacation credits, are requested to submit a proposal for vacation days a minimum of 5 weeks prior to the commencement of the vacation as identified in the request. SW 2 employees who have booked the initial 10 to 15-day block may book vacation in increments of 1 day or more. The supervisor will respond to the request within five (5) business days after receipt.

Note: If an employee requests one (1) to three (3) days off, the five (5) weeks' notice is waived and the Supervisor shall respond within five (5) business days after receipt and such requests shall not be unreasonably denied. (see attached)

- 20.11 Once a request has been approved in writing it is guaranteed to the employee and cannot be changed unless mutually agreed upon the employee and the supervisor.
- 20.12 No vacation days will be approved between the Sunday prior to December 25<sup>th</sup> (December 20, 2020 and December 19<sup>th</sup>, 2021) and January 2<sup>nd</sup> of the next year.

Note:

\*Seniority for the purpose of scheduling differs from the definition of seniority as defined in the collective agreement. Seniority for the purpose of scheduling vacations refers to the seniority of bargaining unit employees within a supervisor's area of responsibility.

- 20.13 If an Employee requests one (1) to three (3) days off, the five (5) weeks' notice is waived and the Supervisor shall respond within five (5) business days after receipt and such requests shall not be unreasonable denied.

Vacation Pay on Termination

- 20.14 Should a sleepover be the 1<sup>st</sup> shift scheduled at the end of a vacation period, the sleepover will be deemed to be part of the vacation period.

Compensation for Holidays Falling Within Vacation Schedule

- 20.15 If a Paid Holiday falls or is observed during an employee's vacation, she shall be allowed an additional day's paid vacation.
- 20.16 An employee terminating her employment at any time in her vacation year, before she has had her vacation shall be entitled to proportionate payment of salary or wages in lieu of such vacation.

Vacation Carryover

- 20.17 In exceptional circumstances where an employee's vacation cannot be booked and taken by the

end of the pay period prior to Christmas, subject to the approval of the Executive Director, the employee's vacation days may be carried over into the following calendar year. Such vacation days must be booked and taken by March 31<sup>st</sup>, failing which they will be paid out. The Employer has the right to book an employee off on vacation to avoid vacation credit carryover.

#### Vacation Pay for SW 1 Employees

20.18 SW 1 employees will be paid vacation pay of 5% of earnings, payable on a date selected by the employee from a list made available annually to the SW 1 employees or vacation pay may be added to each pay if directed by the employee.

#### Unpaid Leave

20.19 Except where required by Statute, in the event of an employee's absence without pay from the Employer's operation and undertaking exceeding thirty (30) continuous calendar days the employee will not accumulate service for purposes of vacation entitlement.

### **ARTICLE 21 – SICK LEAVE**

21.01 Sick leave is the period an SW 2 employee is absent from work for the purpose of covering illness only.

21.02 Unused sick time may not be added to vacation and is not payable as a cash out at the time of termination of employment. If an employee resigns or is terminated, sick leave credits used but not yet earned will be deducted from the final pay cheque.

21.03 There is no carryover of unused sick leave credits to the next calendar year.

21.04 Probationary SW 2 employees are eligible for sick leave after completing three (3) consecutive months of employment as an SW 2; employees will earn the sick leave credits during such three (3) month period but cannot use the sick leave credits until after the completion of the three (3) month period.

21.05 SW 2 employees will accrue a maximum of one-half (½) sick leave credit for each completed month of employment as an SW 2 employee up to six (6) days per calendar year.

21.06 The number of days used will be charged against sick time.

21.07 Sick leave credits do not accrue for any unpaid leave of absence, which extends beyond thirty (30) continuous days.

21.08 In order to receive sick leave pay, the SW 2 employee must notify her supervisor on or before the regular starting time of work. Failure to do so, except in cases of emergency, may disqualify her for payment of wages.

21.09 Time lost as a result of a bona fide illness will be deducted from accumulated sick leave credits to the nearest quarter working day.

- 21.10 When the Employer requires proof of illness in the form of a Certificate from a qualified medical or dental practitioner, the Employer will pay the full cost of obtaining the Certificate.
- 21.11 An Employee who is scheduled to a 4:00 p.m. to 12:00 a.m. shift and an attached sleepover shift, or a sleepover shift with an attached 8:00 a.m. to 4:00 p.m. shift, will only be counted as having used one (1) Emergency Day should they be absent due to illness or injury for both shifts.
- 21.12 Emergency Days used may be recorded in ¼ day units (2 hours equals ¼ day).

## **ARTICLE 22 – EMPLOYEE BENEFITS AND PENSION PLAN**

- 22.01 The Employer agrees to pay 100% of the employer health tax.
- 22.02 The Employer agrees to pay 100% of the billed premium on behalf of each permanent eligible SW 2 employee, effective the 1<sup>st</sup> of the month following three (3) months employment as a permanent SW 2, for the following plan:

Equitable Life of Canada Health Guard (group life coverage, dependent life coverage, accidental death and dismemberment, weekly indemnity, long term disability, prescription drugs, paramedical services, travel assist, semi-private coverage, vision care \$80.00 every two years (effective 1<sup>st</sup> billing date following ratification, \$200.00 every two years), dental (basic coverage, current ODA), subject to the terms and conditions of such plan.
- 22.03 The Employer may at any time substitute another carrier for the foregoing plans (other than OHIP) provided that the benefits conferred thereby are the same. Before making such a substitution, the Employer shall notify the Union at least sixty (60) days prior to implementing a change in the carrier to explain the proposed change and to ascertain the views of the Union.
- 22.04 SW 1 employees may enrol in the plan referred to in Article 20.02, to the extent permitted by such plan, at their sole expense. The billed premiums will be deducted from the employee's pay cheque; in the event of a shortfall, it shall be paid to the Employer without delay.

### Payment in Lieu of Benefits

- 22.05 All SW 1 employees shall receive a 5% of hourly wages in lieu of health and welfare benefits and sick leave credits. Where a SW 1 is awarded a permanent SW 2 position, such employee will continue to receive the 5% payment in lieu for 3 months pending enrolment in the Equitable Life of Canada Health Guard plan.

### Pension Plan

- 22.06 For all permanent SW 2 employees, participation in the Employer pension plan is optional after three (3) months of employment. The employee must contribute a minimum of 2% of wages per calendar year; the Employer will contribute 4%.
- 22.07 For all SW 1 employees, participation in the Employer pension plan, on the above terms, is optional after two (2) continuous years of employment.

## 22.08 Unpaid Leaves of Absence

In the event of an employee's absence without pay from the Employer's operation and undertaking exceeding 30 continuous calendar days, the employee will be responsible for full payment of all subsidized employee benefits (including pension) in which the employee is participating. The employee may arrange with the Employer to prepay to the Employer the full premiums of such subsidized employee benefits (including Employer pension plan contributions) for the entire period of the leave to ensure the employee's continued coverage.

22.09 The Employer will pay the basic program costs for an Employee Assistance Program (EAP) providing confidential counselling services to employees in need.

## **ARTICLE 23 – LEAVE OF ABSENCE**

### 23.01 Union Leave

Leave of absence without pay shall be granted for Union business up to an aggregate maximum for all employees to thirty-six (36) working days per year, provided it does not interfere with the efficient operation of the Employer's undertaking and operation, subject to the following conditions:

1. No more than three (3) employees are absent on any such leave at one time. No more than two (2) employees from one (1) zone will be absent at any one time.
2. Requests for such leaves shall be made in writing to the Executive Director at least two (2) weeks in advance and, where possible, at least four (4) weeks in advance, such requests to state the particulars of the function to be attended.

### 23.02 Bereavement Leave

- (a) Bereavement leave is granted to all employees without loss of pay for scheduled work.
- (b) In the event of death of an employee's spouse (including same-sex spouse and common-law spouse), child, mother, father, sister, brother, mother in-law, father in-law, step-parent, step-child or grandchild, the employee shall be granted five (5) consecutive days commencing with the day of death.
- (c) In the event of death of an employee's grandmother or grandfather, an employee shall be granted three (3) consecutive days commencing with the day of death.
- (d) In the event of death of an employee's aunt, uncle, niece or nephew, or first (1<sup>st</sup>) cousin, an employee shall be granted one day to attend the funeral.

Note: Where the funeral or the memorial service is schedule outside the bereavement leave allotted in (b), (c) or (d) and the employee wants to attend the funeral or memorial service, the employee may use one (1) day of the employee's allotment to attend such funeral or memorial



service and will be paid for such day. The employee will notify his/her immediate supervisor of the employee's wish to use the provision.

- (e) Where any days of the leave described above coincide with a Paid Holiday recognized under Article 17.01 of this Agreement, and the employee was scheduled to work on such Paid Holiday, the employee will be scheduled off-duty for the number of hours that the employee was scheduled to work on the Paid Holiday.
- (f)
  - i. Where the employee's deceased family member referred to in (b) or (c) lived further than 500 kilometres from the employee's residence, or where a family member not referred to in (b) or (c) dies, the Employer may grant unpaid leave to allow for sufficient time to attend the funeral.
  - ii. Where special circumstances arise the time limits for unpaid leave, may be extended at the discretion of the Employer.
- (g) In all cases the employee shall advise her immediate supervisor immediately of the name of the deceased person and his/her relationship to the employee and produce proof of the facts when requested.
- (h) An employee will notify the Employer in advance of the name of the employee's spouse for the purpose of this Article.
- (i) An employee may use lieu time or a paid holiday or, for an SW2, a vacation day to cover any unpaid days of bereavement leave.

#### 23.03 Pregnancy, Parental and Adoption Leave

Pregnancy, parental and adoption leaves shall be granted in accordance with the current *Ontario Employment Standards Act*.

#### 23.04 Personal Leave

The Employer may grant leave of absence without pay to any employee for legitimate personal reasons, provided the employee can be spared, having due regard for the proper operation of the Employer's undertaking and operation. Such requests shall be made in writing to the Executive Director as far in advance as possible, and in any event, not less than two (2) weeks prior to the proposed date of commencement of such leave of absence, except in cases of emergency. An employee will maintain her accumulated seniority and will be credited with seniority during unpaid leave of absence up to a maximum of one (1) month. An employee returning from personal leave will be scheduled for the same number of hours as prior to the leave.

23.05 Court Attendance/Jury Duty

If an employee is required to serve as a juror (including required attendance for jury selection) in any court of law or subpoenaed as a crown witness, the employee shall not lose her regular pay because of such attendance, provided that the employee:

- (a) notifies the Employer immediately upon the employee's notification that she will be required to attend court; and
- (b) presents proof of service requiring the employee's attendance;
- (c) promptly repays to the Employer the amount (other than expenses) paid to the employee for such service or attendance;
- (d) if an employee is subpoenaed to give evidence at an arbitration hearing arising from this Agreement and the employee is called as a witness at a time she is scheduled to work, the employee will be paid at her regular straight time hourly rate for time spent actually giving evidence.

**ARTICLE 24 – JOB DESCRIPTION & CLASSIFICATION**

24.01 Job Descriptions

The Employer agrees to provide current job descriptions for all positions in the Bargaining Unit.

24.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior notice to the Union.

24.03 New Classifications

Where a new classification, which is covered by this Agreement, is established by the Employer and no rate for such classification is provided in the Agreement, the Employer will determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) calendar days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date the notice of the new rate is given by the Employer. If the Parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this

Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other classifications within the Employer's undertaking and operation, having regard to the requirement of such classifications.

#### **ARTICLE 25 – COPIES OF AGREEMENT**

25.01 The Employer and the Union shall share equally in the cost of printing enough copies of the Agreement.

#### **ARTICLE 26 – GENERAL**

26.01 Plural or Feminine Terms May Apply

Wherever the singular or feminine is used throughout this Agreement, the same shall be construed as meaning plural, masculine or neuter gender where the context so requires.

26.02 Bulletin Boards

The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on the Union section of the bulletin board at the Employer's administration office and shall also have the right to place such notices in the communication book at each location. Such other notices shall be subject to prior approval by the Employer.

26.03 Damaged Items

- (a) Where an employee's article of clothing (excluding jewellery) is damaged by a supported individual during a behavioural incident while the employee is on duty, the Employer will reimburse the employee up to \$50.00 after the employee has completed an incident report and produced a receipt for the repair or the replacement of the damaged article. Employees are expected to dress in keeping with the nature of their work.
- (b) Claims that a supported individual has damaged an employee's vehicle will be reviewed on a case by case basis following the filing of an incident report.
- (c) Eye glass policy: damaged or broken items (see attached)

26.04 Travel Allowance

Employees using their own automobile for the Employer's business shall be paid at the rate of thirty (30) cents per kilometer or the Employer's policy whichever is greater. In lieu of using a car, employees shall be reimbursed for the cost of fares

charged while using other forms of transportation for agency business.

26.05 Training Courses

The Employer shall post notice of any training courses for which employees may be selected. The notice shall be posted as soon as reasonably possible by the Employer to afford all interested employees an opportunity to apply for such training. The Employer reserves the right to select the employee(s), if any, to be sent on any course.

26.06 Payment of Wages and Salaries

The Employer shall pay wages and salaries bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. Each pay period, every employee shall be provided with an itemized statement of the employee's wages, overtime and other supplementary pay and deductions. Wages and salaries will be paid by direct deposit unless otherwise directed by the employee in writing.

26.07 Compensation for Mandatory Training

- (a) An employee will be paid at the appropriate wage rate for orientation.
- (b) An employee who is required to attend an employee meeting convened by the Employer will be paid her wages at the appropriate rate.
- (c) From time to time, the Employer will convene employee meetings which an employee can elect to attend or not. An SW1 employee who attends such meetings will be paid for such attendance up to twelve (12) per fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>). An SW2 employee who attends such meetings will be paid her appropriate wage rate during working hours and on an overtime basis outside of regular working hours.
- (d) Where an employee is required by the Employer to attend a training course, the Employer will pay the course registration fees, the cost of materials for the course, reasonable overnight accommodation, reasonable meals and, if the training course is out of town, mileage. The employee will be paid her straight time wages for the actual course hours.

26.08 Payment Pending "Weekly Indemnity Group Insurance" Claim

An SW2 who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of claim for "Weekly Indemnity Group Insurance" benefits may apply to the Executive Director of the Employer for payment equivalent to the lesser of the benefit she would receive from "Weekly Indemnity Group Insurance" if her claim was approved or the benefit to which she would be entitled under the Sick Leave Plan, to a maximum of her unused sick leave. Payment will be

provided only if the SW2 provides a written undertaking that any payments will be refunded to the Employer following final determination of the Claim by the “Weekly Indemnity Group Insurance” insurer. If the Claim for “Weekly Indemnity Group Insurance” benefits is not approved, the monies paid as an advance will be applied toward the benefits to which the employee would be entitled under the Sick Leave Plan.

26.09 Health and Safety

There will be a Joint Occupational Health and Safety Committee in the workplace consisting of equal representation from the Union and the Employer. The Committee will operate in accordance with the *Occupational Health and Safety Committee Act, RSO 1990, Chapter O.1.*

26.10 With respect to an employee off work due to a disability, the Employer and the Union jointly recognize their obligations under the Ontario Human Rights Code.

26.11 Meal Allowance

Forward House will reimburse meals up to \$10.00 for any one (1) meal (excluding alcohol) while on agency business, and up to a daily maximum of \$30.00 for meals (excluding alcohol) in a sixteen (16) hour period while attending conferences, workshops or other approved agency business where meals are not provided. Receipts must accompany any claim for compensation.

**ARTICLE 27 – TERM OF AGREEMENT**

27.01 Duration

This Agreement shall expire on March 31<sup>st</sup>, 2022 and continue in effect thereafter from year to year unless amended through negotiations.

Notice of intent to amend this Agreement shall be given in writing by the party giving notice between ninety (90) and thirty (30) days before the expiry date of this Agreement or any subsequent anniversary date of which this Agreement remains in force.

27.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

27.03 Letters of Understanding

All letters of understanding append to and from part of the Collective Agreement and are subject to the Grievance and Arbitration Procedure.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**For the Employer**

**For the Union**

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## 2016-2017 Wage Rates

Position	Current Rate	PE Increment	New Rate	Annual	Increase
SW 1	19.44	0.19	19.63	-	1%
SW1 (4160)	20.33	0.20	20.53	-	1%

SW2 Probation	24.19	0.24	24.43	50,814	1%
Level 1	25.01	0.25	25.26	52,541	1%
Level 2	25.85	0.26	26.11	54,309	1%
Level 3	26.67	0.27	26.94	56,035	1%
Level 4	27.00	0.27	27.27	56,722	1%

Awake Night Probation	19.81	0.20	20.01	41,621	1%
Level 1	20.27	0.20	20.47	42,578	1%
Level 2	20.69	0.21	20.09	43,472	1%
Level 3	21.13	0.21	21.34	44,387	1%
Level 4	21.60	0.22	21.82	45,386	1%

Sleepover	85.87	0.86	86.83	-	1%
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## 2017-2018 Wage Rates

Position	Current Rate	PE Increment	New Rate	Annual	Increase
SW 1	19.63	0.20	19.83	-	-
SW1 (4160)	20.53	0.21	20.74	-	-

SW2 Probation	24.43	0.24	24.67	51,314	1%
Level 1	25.26	0.25	25.51	53,061	1%
Level 2	26.11	0.26	26.37	54,850	1%
Level 3	26.94	0.27	27.21	56,597	1%
Level 4	27.27	0.27	27.54	57,283	1%

Awake Night Probation	20.01	0.20	20.21	42,037	1%
Level 1	20.47	0.20	20.67	42,994	1%
Level 2	20.90	0.21	21.11	43,909	1%
Level 3	21.34	0.21	21.55	44,824	1%
Level 4	21.82	0.22	22.04	45,843	1%

Sleepover	87.70	-	-	-	1%
Jan. 1, 2018	118.74	-	-	-	1%



## 2018-2019 Wage Rates

Position	Current Rate	PE Increment	New Rate	Annual	Increase
SW 1	19.83	0.21	20.04	-	1.05%
SW1 (4160)	20.74	0.22	20.96	-	1.06%

SW2 Probation	24.67	0.25	24.92	51,834	1.01%
Level 1	25.51	0.26	25.77	53,602	1.02%
Level 2	26.37	0.26	26.63	55,390	0.99%
Level 3	27.21	0.27	27.48	57,158	0.99%
Level 4	27.54	0.28	27.82	57,866	1.01%

Awake Night Probation	20.21	0.20	20.41	42,453	0.98%
Level 1	20.67	0.21	20.88	43,430	1.01%
Level 2	21.11	0.22	21.33	44,366	1.04%
Level 3	21.55	0.22	21.77	45,282	1.03%
Level 4	22.04	0.22	22.26	46,301	0.99%

Sleepover	118.74	-	-	-	-
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## 2019-2020 Wage Rates

Position	Current Rate	PE Increment	New Rate	Annual	Increase
SW 1	20.04	0.21	20.25	-	1.05%
SW1 (4160)	20.96	0.22	21.18	-	1.06%

SW2 Probation	24.92	0.25	25.17	50,274	1.01%
Level 1	25.77	0.26	26.03	54,142	1.02%
Level 2	26.63	0.26	26.89	55,932	0.99%
Level 3	27.48	0.27	27.75	57,720	0.99%
Level 4	27.82	0.28	28.10	58,448	1.01%

Awake Night Probation	20.41	0.20	20.61	42,869	0.98%
Level 1	20.88	0.21	21.09	43,869	1.01%
Level 2	21.33	0.22	21.55	44,824	1.04%
Level 3	21.77	0.22	21.99	45,748	1.03%
Level 4	22.26	0.22	22.48	46,758	0.99%

Sleepover	118.74/shift	-	-	-	-
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## 2020-2021 Wage Rates

Position	Current Rate	PE Increment	New Rate	Annual	Increase
SW 1	20.25	0.21	20.46	-	1.05%
SW1 (4160)	21.18	0.22	21.40	-	1.06%

SW2 Probation	25.17	0.25	25.42	52,882.37	1.10%
Level 1	26.03	0.27	26.30	54,694.65	1.02%
Level 2	26.89	0.27	27.16	56,484.92	0.99%
Level 3	27.75	0.27	28.02	58,291.43	0.99%
Level 4	28.10	0.28	28.38	59,038.32	1.01%

Awake Night Probation	20.61	0.20	20.81	43,288.91	0.98%
Level 1	21.09	0.21	21.30	44,310.26	1.01%
Level 2	21.55	0.22	21.77	45,290.17	1.04%
Level 3	21.99	0.23	22.22	46,210.31	1.03%
Level 4	22.48	0.22	22.70	47,221.31	0.99%

Sleepover	118.74/shift	-	119.40/shift	-	-
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4504**

**-and-**

**FORWARD HOUSE OF LONDON**

**Re: Central Bargaining**

The Employer and Union agree to make best efforts to work towards central bargaining to achieve the next collective agreement. The Employer agrees to work with their Employer Association(s) (Community Living Ontario and/or Ontario Agencies Supporting Individuals with Special Needs) to develop structures that will facilitate central bargaining in the next round of collective bargaining with CUPE locals that represent members who work for developmental services agencies. The Employer will also work with other developmental service agencies that have agreed to a letter of understanding on central bargaining and the Canadian Union of Public Employees to discuss implementation of central bargaining for the next collective agreement.

The Employer further undertakes to work with the Minister of Community and Social Services to develop the resources required for implementation of a form of central bargaining with CUPE locals that represent members who work for developmental services agencies funded by the Ministry of Community and Social Services.

Forward House recognizes the rights of its employees to strike under the Ontario Labour Relations Act. Forward House by signing this Letter of Understanding, intends to support a central bargaining process in the hope of increasing the wages of its employees, it does not support strike action.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**For the Employer**

**For the Union**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4504**

**-and-**

**FORWARD HOUSE OF LONDON**

**Re: Christmas and New Years Scheduling**

- Shifts will be filled based on employee preference list.
- Employees who did not give a preference, can be considered available to work both.
- Shift coverage for the 2 stats will be by zone, not program.
- If more people are available to work than are needed, supervisors will attempt to give the more senior employees that day off subject to the supervisor's determination of program needs. If the supervisor determines that program needs can be met, senior employees may have both Christmas and New Year's Day off.
- We discussed that what the supervisor deems as a program need is not always black and white i.e. Level of anxiety at a particular location. (It is my understanding that if the supervisor has a valid reason to include senior staff on the schedule, it wouldn't be grievable).
- Union recognizes that "program needs" may result in a more senior staff having to work than an employee with less seniority.
- Once the schedule is posted, employees who have been scheduled but want the day off, can request the day off. Any requests for days off on Christmas/New Years must be into the supervisor by November 8<sup>th</sup>. Employees will be given this option on November 1<sup>st</sup> immediately following the posting of the schedule. No requests for time off for Christmas or New Years will be accepted after November 8<sup>th</sup>.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**For the Employer**

**For the Union**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4504**

**-and-**

**FORWARD HOUSE OF LONDON**

**Re: Pay Equity**

The parties agree as follows:

The one percent (1%) salary increase from 2016 to 2020 has been applied to address the current and ongoing Pay Equity commitments of the Employer, Forward House of London, and these payments will satisfy the Employer's pay equity obligations.

Forward House acknowledges that should the funds not be used for Pay Equity that Forward House may have to consider laying off Support Worker II (DSW grads) and replacing them with less qualified SWI (work experience) workers, similar to the restructuring Forward House completed in 2013/2014 to meet Pay Equity commitments.

CUPE Local 4504 specifically confirms the validity of this Letter of Understanding. At the same time, it believes the allocation of these funds to Pay Equity is contrary to the spirit of the framework document on allocation of these funds developed by the Ministry of Labour, Ministry of Community and Social Services (MCSS), CUPE, OPSEU, OASIS and Christian Horizons.

CUPE Local 4504 and Forward House have mutually agreed on the allocation of the remaining funds as meeting the requirements as outlined by MCSS.

Should Forward House receive additional funding for Pay Equity for the 2017/2018, 2019/2020 and 2021/2022 years, they will meet with Local 4504 to mutually agree to allocate the funds to wages as outlined by MCSS.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**For the Employer**

**For the Union**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4504**

**-and-**

**FORWARD HOUSE OF LONDON**

**Re: Joint Lobby**

The Employer and the Union agree to lobby the provincial government for adequate funding to ensure, as first priority, that quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families.

Another priority of this lobby will be for wages in the developmental services sector that ensure the ability of agencies to attract and retain (with adequate base rates and regular increases) qualified, competent and satisfied employees.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**For the Employer**

**For the Union**

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