

COLLECTIVE AGREEMENT

BETWEEN:



BETHESDA COMMUNITY SERVICES INC.

(HEREIN AFTER REFERRED TO AS THE EMPLOYER AND/OR BETHESDA)

AND:



**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2977
AUTISM INTERVENTION PROGRAM UNIT**

(HEREINAFTER REFERRED TO AS THE UNION)

April 1, 2021 to March 31, 2023

ac/cope491

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – NO DISCRIMINATION/HARASSMENT	2
ARTICLE 5 – HEALTH AND SAFETY	3
ARTICLE 6 – DEFINITION OF EMPLOYEES	7
ARTICLE 7 – NO STRIKE – NO LOCK-OUT	8
ARTICLE 8 – CLASSIFICATION OF EMPLOYEES	8
ARTICLE 9 – UNION SECURITY	9
ARTICLE 10 – EMPLOYEE REPRESENTATIVES AND UNION COMMITTEES	11
ARTICLE 11 – SENIORITY	13
ARTICLE 12 – JOB POSTINGS	14
ARTICLE 13 – TRANSFERS	15
ARTICLE 14 – DISCHARGE AND LAY-OFF	16
ARTICLE 15 – LEAVE OF ABSENCE	18
ARTICLE 16 – COMPASSIONATE LEAVE	19
ARTICLE 17 – PREGNANCY/PARENTAL/ADOPTION LEAVE	20
ARTICLE 18- PARENTAL/ADOPTION LEAVE	21
ARTICLE 19 – WORKPLACE SAFETY AND INSURANCE BOARD (W.S.I.B.)	22
ARTICLE 20 – JURY DUTY AND COURT ATTENDANCE	22
ARTICLE 21 – HOURS OF WORK	23
ARTICLE 22 – LATENESS DUE TO WEATHER	24
ARTICLE 23 – SCHEDULE POSTINGS	24
ARTICLE 24 – OVERTIME PAY AND TIME OWING	24
ARTICLE 25 – DOCTOR’S APPOINTMENTS	25
ARTICLE 26 – PAID HOLIDAYS	26
ARTICLE 27 – VACATIONS	27
ARTICLE 28 – BENEFITS	28
ARTICLE 29 – SHORT TERM INCOME PROTECTION DUE TO ILLNESS	29
ARTICLE 30 – PENSION PLAN	30
ARTICLE 31 – GRIEVANCE PROCEDURE	30
ARTICLE 32 – UNION GRIEVANCE	33

	<u>Page</u>
ARTICLE 33 – AMENDMENTS TO AGREEMENT	33
ARTICLE 34 – SALARY GRID	33
ARTICLE 35 – TERM OF AGREEMENT	34
ARTICLE 36 – JOB DESCRIPTIONS	34
ARTICLE 37 – LICENSING FEES	34
ARTICLE 38 – MISCELLANEOUS.....	34
SCHEDULE “A” – WAGES	36
SCHEDULE “A” – WAGES	37
LETTER OF UNDERSTANDING - LOBBYING.....	38
LETTER OF UNDERSTANDING – HEALTH & SAFETY.....	39
LETTER OF UNDERSTANDING - ADDITIONAL VACATION – ARTICLE 27.01	41

COLLECTIVE AGREEMENT

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

3310 Schmon Parkway

(Hereinafter referred to as the "Employer and/or Bethesda")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2977

(Hereinafter referred to as the "Union")

ARTICLE 1 – PURPOSE

1.01 The Employer, Bethesda Community Services Inc., and the Union have entered into this agreement for the purpose of recording terms and conditions of employment, resulting from collective bargaining which are to be observed by the Parties hereto. It is the desire of the Parties to maintain a harmonious relationship, to settle all differences in an amicable manner as herein provided, and to work together to achieve the most efficient operation of safety and health for the employees.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees in the Hamilton Niagara Region Autism Intervention Program while employed at Bethesda in the Regional Municipality of Niagara save and except Senior Therapists and persons above the rank of Senior Therapists, office and/or clerical staff and Director.

2.02 The term "Employee" or "Employees" whenever hereinafter used shall mean only persons coming within the bargaining unit as defined above unless the context indicates otherwise. Contract Personnel shall be those employees who are hired under a government make work program for which the Employer gets a subsidy from the Municipal, Provincial, or Federal Government.

2.03 Where a gender specific pronoun is used in the Agreement, it shall mean and include all genders unless otherwise specified.

2.04 Except in cases mutually agreed upon by the parties, employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, if the performance of such work causes a lay-off or a reduction in the hours of work of any bargaining unit employee.

2.05 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Subject to the provisions of this Agreement, the management and the operations of the Program and the direction of the working forces is and shall remain exclusively the right of the Employer. It is understood that the Autism Intervention Program is subject to Clinical Direction and receives funding from Hamilton Health Sciences. The Employer retains all rights and privileges which are not specifically relinquished by the present Agreement.

3.02 Subject to the right of the employee concerned to lodge a grievance to the extent provided for in the agreement, the Union acknowledges that it is the exclusive function of the Employer to:

Maintain order, discipline and efficiency, hire, promote, classify, transfer, discharge or otherwise discipline an employee for just cause, in order to maintain the specific philosophy, policies, aims and objectives of the Program, and to revise them as may become necessary through written policies and procedures.

3.03 The Union further recognizes the right of the Employer to operate and manage the Program in all respects in accordance with its responsibilities. In addition, the location of its places of employment, hours of opening, the methods, processes and means of performing the various operations, are exclusively the right and responsibility of the Employer. The Union recognizes the right of the Employer to make and alter from time to time, reasonable policies and procedures to be observed by the employees, provided they are not inconsistent with the provisions of the agreement or government regulations.

3.04 The Union reserves the right to seek clarification of any policy changes affecting its members.

3.05 Demotion will not be used as a disciplinary measure.

3.06 Neither the Union nor Management shall exercise its rights in a manner which is inconsistent with the specific terms of this Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION/HARASSMENT

4.01 There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, sex, marital status, religious affiliation, gender identification or sexual orientation with respect to employment. The parties agree not to discriminate contrary to the Ontario Human Rights Code. It is understood that discrimination which is as a result of a reasonable and bona fide requirement, qualification or factor because of the nature of the employment is not prohibited.

The Employer and the Union further agree that no form of harassment will be allowed or tolerated in the workplace.

Complaints of alleged discrimination or harassment will be dealt with in an expedient manner with all possible confidentiality. The Bargaining Unit Chair and the Autism Intervention Program Director, or their Delegate shall on the condition of maintaining confidentiality, be kept current on any investigations undertaken by the employer. Any employee who harasses for the above reasons shall be subject to discipline by the Employer.

Where a grievance alleges harassment, that alleged harasser shall not participate in the grievance meetings or in any written responses to the said grievance.

- 4.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or intimidation exercised or practiced by any of their representatives with respect to employees because of the employee's membership or non-membership in the Union.

ARTICLE 5 – HEALTH AND SAFETY

- 5.01 The Employer will make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to support and promote an environment that is free of disruptive workplace conflict and disrespectful behavior among staff. Both parties agree to comply with all duties and responsibilities under all applicable labour and employment legislation, regulations, or codes including but not limited to the Occupational Health and Safety Act and Regulations as may be amended from time to time.

In this regard, it is recognized that the Autism Intervention Program will have representatives on the Bethesda Joint Occupational Health and Safety Committee at 3310 Schmon Parkway. Such representation shall include a representative appointed by Management and a member elected and/or appointed by the Union from within the program. The Joint Health and Safety Committee will operate as legislated per the Occupational Health and Safety Act and Regulations. It is agreed the Union shall be entitled to appoint an alternate representative to act in the absence of the regular committee member. The alternate member shall be copied on all committee information to ensure they remain current.

- 5.02 It is understood that the employer may, for health and safety reasons, require employees to use or wear personal protective equipment in the performance of their job duties. Where using or wearing such personal protective equipment on the job is a requirement of the employer or where personal protective equipment is mutually agreed upon for the employee's safety, it shall be supplied by the employer at no cost to the employee and be provided as soon as possible.
- 5.03 The Employer shall ensure current risk assessments are conducted for all locations that employees are providing services. The community safety checklist will be completed by the senior therapist, Director or Manager of Children's Services, or trained designate prior to staff being assigned to work at the location. It is understood that community safety checklists may be conducted at the initial appointment with staff present. Reassessments

shall be conducted at least once annually and whenever the location environment changes. Treatment room environmental check lists shall be completed by the Senior Therapist or trained designate prior to the client entering treatment and whenever a change is made to the location of the assigned treatment room. Trained designates must receive a minimum of one hour of training by someone with risk assessment experience.

Results of the assessment shall be provided in writing to the Joint Health and Safety Committee (JHSC) or the Health and Safety Representative where no committee exists, and the Union quarterly. Results of the assessment shall be used by the JHSC to make recommendations in developing measures and procedures to control identified risks that may expose a worker to physical or psychological injury/trauma. Assessments shall also consider the potential for violence and harassment from all sources.

Further, if the Employer becomes aware, or ought reasonably to be aware, that a worker may be exposed to violence or harassment or physical injury in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the worker.

Hazard/risk assessment must also address the risks and conditions specific to the workplace environment or site whether it is in the home, community or a Bethesda facility.

The JHSC Union Co-Chair or their designate will be present at initial testing of ergonomic equipment and a final report provided to the JHSC.

Reassessments

The parties further agree to re-assess the hazards of violence and harassment as often as the employer determines it necessary to protect workers. The parties agree that reassessments shall be conducted, but not limited, to the following situations:

- i. The workplace moves or the existing workplace is renovated or reconfigured.
- ii. There are significant changes in the conditions of work (e.g. change in closing times).
- iii. There is new information on the risks of workplace violence and/or harassment.
- iv. A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.
- v. Reassessments will be limited to the changed circumstances unless the entire area is impacted by the circumstances that trigger the reassessment.

- 5.04 When a client's behavior and/or condition is such that potential hazard to the health and/or safety of an employee may occur as a result of the physical environment of the workplace, the joint Occupational Health and Safety Committee shall review the circumstances in order to provide preventative recommendations to the employer.

-
- 5.05 As set out in the Occupational Health and Safety Act and subject to the limitations contained therein, the Parties agree that employees have the right to refuse to do work where they have a reason to believe that such duties are likely to endanger themselves or another worker.

The employee shall enjoy the full protection of the Occupational Health and Safety Act in all areas relating to discipline, remuneration and seniority.

- 5.06 The employer will compensate an employee for loss of personal property including clothing, eyeglasses and watches in the event such property is destroyed by a client while the employee is performing their regular duties. The Damage relating to client behavior for prescription eyeglasses must be made through WSIB and the appropriate forms must be completed within the required timelines. The damage will be assessed by the employer based on the original purchase price of the property less an amount to reasonably reflect depreciation of the property. The employer will not compensate an employee for damage to personal property which the employee, in the employer's opinion, reasonably should not have allowed the client to have access, including any property of value. Employees must exercise reasonable judgment in selecting apparel appropriate for work.

5.07 Injury and Transportation

- a) An employee who is injured or traumatized during working hours and leaves work to seek medical treatment or is sent home by the employer after such incident shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave.
- b) An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident. Staff must make every effort to schedule these appointments outside of regular work hours. This is only applicable to workplace injuries.
- c) 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. Transportation cost will be limited to \$25.00 and will only be paid for the day of the incident as long as no other transportation was available.

5.08 CUPE National Representative

The Union has the right to bring in a CUPE National Representative to any Joint Health and Safety meeting, if needed, as long as a minimum of two (2) weeks written notice is provided. Bethesda reserves the right to bring external bodies to the same meetings with two (2) weeks written notice.

- 5.09 The Employer, in consultation with the Health and Safety Committee or the Health and Safety Representative or where no JHSC or Representative exists, the Local Union, will ensure educational programs and training deemed appropriate by the employer to protect workers is undertaken appropriate behaviour management training. The Employer agrees appropriate training and information on the prevention of violence and harassment will be provided to all employees who come into contact with potentially aggressive persons. Such

training will be provided during the orientation period and updated for all employees on an annual basis. Appropriate Behaviour Management training will be treated as time worked and employees will be paid their rate as per the collective agreement, except the initial NVCI training upon hire into the program.

5.10 Violence

In this section, "Violence" means the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that workers are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse, and/or persistent sexual or racial harassment as defined by the Occupational Health and Safety Act. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying, or any other behaviour that abuses, devalues, or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur when working off-site and/or off-duty.

5.11 Support and Counselling

The employer and the Union recognize that, where preventative measures have failed to prevent abusive/violent or traumatic incidents, counselling and supports must be available to help employees recover from such incidents. This support shall include, but not be limited to, EAP, incident-specific debriefing sessions, and workplace accommodation(s). Critical incident stress debriefing and post traumatic counselling shall be available for any employee who has experienced or witnessed any critical incident of workplace violence.

5.12 No Discrimination or Reprisals

- a) The Employer agrees that there shall be no discrimination or reprisals exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of her or his assigned work (provided the employee has not incited the violence by acting inappropriately).
- b) No Employer or person acting on behalf of an employer shall:
 - i) dismiss or threaten a worker;
 - ii) discipline or suspend or threaten to suspend a worker;
 - iii) impose any penalty upon a worker; or
 - iv) intimidate or coerce a worker,

because the worker has acted in compliance with the Occupational Health and Safety Act or its regulations, or has complied with a workplace health and safety policy or program that requires a worker to file a report.

5.13 The Employer agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfill its functions. At least an hour prior to each JHSC meeting, the Employer will provide the Committee with all incident

reports, health and safety records, and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.

- 5.14 Where an individual child or children have an infectious disease which may reasonably be expected to put an employee at risk, the following will apply:

Those staff who would be at risk will be advised of the nature of the risk, and any precautions or practices necessary, including the wearing of personal protective equipment.

This information will be provided only to those staff whose work routines will place them at risk, and with the understanding the information is confidential, and will not be discussed with any other person, except those other employees who are already aware of the circumstances.

- 5.15 The Employer will endeavor that all community sessions will include ergonomics for staff in the same fashion it was prescribed for at the Centre.

ARTICLE 6 – DEFINITION OF EMPLOYEES

- 6.01 a) Permanent Full-Time Employees - are those employees who have completed their probationary period and regularly work thirty-two (32) or more hours per week.
- b) Part-Time Employees – are those employees who have completed their probationary period and regularly work up to sixty-four (64) hours in a bi-weekly period. All hours worked for Bethesda in the same classification will be counted as hours worked for probation purposes only.
- c) Temporary Employees are employees hired to replace an employee who will be on approved leave of absence due to pregnancy/parental leave, WSIB disability, sick leave, long term disability or other approved leave. The period of employment of such persons will not exceed the absentee's leave. At the employers discretion there may be an overlap for transition.

Contract Employees are staff hired to perform a special task or for any other reason as determined by the employer. It is agreed the employer's current practice of employing one (1) contract employee on an annual contract subject to available funding may continue. Contracts shall be discontinued prior to the employer initiating a layoff of regular staff provided existing staff are qualified to perform the duties the contract employee was required to perform.

- d) Relief Employees – are those employees that are called in, usually on short notice, to fill in for short term approved leaves like sick, emergency, vacation etc. It is understood that regular Part-time employees will be offered the opportunity to work additional hours (up to 80 hours bi-weekly) before Relief Employees are utilized. It is understood in the event of program expansion to two or more teams hours will be offered based on familiarity as defined by article 21.01 (d) ii.
- 6.02 Probationary Employees - are those employees taken on merit on a probationary basis with the prospect, if their services are found satisfactory, to be accorded permanent employee status. An employee will be considered probationary for the first one thousand and forty hours (1040) hours worked after which time they shall be entitled to all rights and benefits

of the collective agreement. All hours worked for Bethesda in the same classification will be counted as hours worked for probation purposes only.

The employer shall have the exclusive right to discharge employees during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

On mutual agreement the probation period may be extended past one thousand five hundred and sixty (1560) hours.

- 6.03 The release or discharge of temporary or contract staff shall not be the subject of a grievance or arbitration. These employees will be dues paying members of the bargaining unit but not be considered as permanent employees until or unless hired into a permanent vacancy.

This clause would not preclude temporary or contract employees from using the job posting process. Successful applicants who complete their probationary period will be credited with seniority for all hours worked since the last break in service.

The employer will outline to employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

6.04 Temporary Vacancy

A temporary vacancy is a position that is open for a specific term, anticipated not to exceed eighteen (18) months, to replace an employee who will be on an approved leave of absence such as a pregnancy/parental leave, personal leave, WSIB disability, sick leave, or long term disability or any other reason as determined by the employer. A temporary vacancy may also be a position created to perform a special task for a finite length of time not to exceed twelve months in duration.

The term of a temporary vacancy may be extended beyond the original eighteen (18) months on mutual agreement of the Union and the employer or by the employer on its own for an additional twelve (12) months if it can be confirmed the special task continues to exist or the leave of the person being replaced extends that far.

ARTICLE 7 – NO STRIKE – NO LOCK-OUT

- 7.01 The Employer agrees that during the term of this Agreement there will be no lock-out as defined by the Ontario Labour Relations Act. The Union agrees that during the term of this Agreement there will be no strike as defined by the Ontario Labour Relations Act.

ARTICLE 8 – CLASSIFICATION OF EMPLOYEES

- 8.01 An employee who alleges that their position is improperly classified may discuss their claim with their Supervisor/Department Head, who will bring a recommendation to Human

Resources. The employee, if not satisfied with the subsequent ruling, has the right to grieve as recourse.

- 8.02 When a new job classification, which is covered by the terms of this agreement, is established by the Employer, or the employer significantly changes the job duties of an existing job description, the Employer shall determine the rate of pay for such new or changed classification and notify the Union of the same. Should there be a dispute regarding whether the change in duties is significant the dispute shall be subject to the grievance procedure for resolution.

If the Union challenges the rate within fifteen (15) days of receiving notice from the Employer, they shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. If the parties are unable to reach agreement, the Union may submit the dispute to arbitration in accordance with the grievance procedure in this Agreement within fifteen (15) days of the meeting. Only the job rate shall be subject to negotiation or arbitration, and it shall be determined in relationship to the other rates within the Autism Initiative. Barring an agreement of the parties, unless and until otherwise determined by an arbitrator, the rate set by the Employer shall govern.

ARTICLE 9 – UNION SECURITY

- 9.01 An employee shall become a member of the Union upon their date of hire and must pay to the Union regular Union dues in accordance with the Union's Constitution and/or By-laws. Such deductions are to be made each pay period.

On the first working day the Employer agrees to deduct from the pay of all employees covered by this Agreement, an amount specified in writing by the Union as being the amount of its regular dues and a one-time one dollar (\$1.00) initiation fee, in accordance with the Union Constitution and/or By-laws. Such deductions are to be made each pay period.

The above deductions are subject to the Human Resources Department receiving, prior to the first day of employment, a statement signed by the employee authorizing deductions of these dues. Such authorized statement shall be a condition of employment. Blank forms shall be supplied by the Union to the Employer who in turn shall distribute them to each new employee.

The Employer agrees to remit such monies, within fifteen (15) days of collection, to the authorized officers of the Union, as specified in writing, addressed to the Treasurer. The employer agrees to provide the Union, at the same time as the monthly remittance is made, a list of the names and the amounts of such deductions and the amount of regular wages for all employees from whose wages the deductions have been made.

The Union agrees to keep the Employer advised in writing of the names of its officers and negotiating members, both upon their election and changes, as such may occur.

- 9.02 The Employer agrees that when preparing the employee's Income Tax Form T-4, it will include therein the amount of Union Dues paid by the employee for that year.
- 9.03 (a) An employee shall have reasonable access to their personnel file for the purpose of reviewing their personnel record in the presence of a representative of the Employer and if they so choose a representative of the Union. The employee shall provide the

Employer with reasonable notice of their desire to see the file. The access shall be during regular office hours.

An employee shall have the right to obtain a copy of any material in the file which they had not previously received.

No document included in the employee's personnel record of which the employee had not been aware may be relied on in an arbitral hearing.

- (b) A disciplinary notation, warning in writing or adverse notation shall be removed from an employee's record after a period of twenty-four (24) months in which they have not received any further warnings or notations on the same matter except in the case of proven client abuse or theft.

- 9.04 When an employee is required to attend a discipline or investigatory meeting with the Employer's Representative the employee shall be entitled to have a Representative of the Union attend the meeting.

If the employee chooses to decline Union representation, the employer will provide a release form the employee will sign. A copy will be provided to the Union no later than the end of the next business day.

Where an employee initially opts out of Union representation, they may request the assistance of a Union representative at any point during the meeting.

- 9.05 Employees acting in the capacity set out in 10.01, with respect to assisting employees in the presentation of a grievance, in any discipline or investigatory meeting may leave work, without loss of pay to attend to Union business on the following conditions (it is understood that no more than two employees acting in this capacity may attend a meeting and receive payment):

- (i) such business must be between the Union and the Employer;
- (ii) the time shall be devoted to the prompt handling of the Union business;
- (iii) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- (iv) Bethesda will endeavour to provide CUPE with as much advance notice of all meetings requiring CUPE representation. Bethesda will provide contact information of the employee attending. It is understood that employees must keep their contact information up to date with the employer, and furthermore, that the employer will only be responsible to provide the contact information that they have on file.
- (v) The employee concerned shall obtain the permission of their supervisor before leaving their work. Permission shall not be unreasonably denied.

9.06 Communications

A copy of all correspondence and all communications between the parties, or from the employer to a member of the Union, arising out of this agreement or incidental thereto, shall

be forwarded by email to the President of CUPE Local 2977 and the Chairperson of the Unit and a hard copy placed in their mail slots located at Bethesda.

- 9.07 In the event there is an external investigation on a member of the bargaining unit related to an allegation of abuse or neglect, the Employer will offer the member(s) involved EAP and/or debriefing sessions.
- 9.08 Bethesda will provide the President of CUPE Local 2977 or their designate the contact information of any newly hired CUPE employee within the first four (4) weeks of said acceptance of a CUPE position. CUPE will be able to arrange meetings if required for a maximum of fifteen (15) minutes. The meeting will be held prior to be a regular weekly team meeting within two weeks following the completion of Ministry training.

ARTICLE 10 – EMPLOYEE REPRESENTATIVES AND UNION COMMITTEES

- 10.01 The Employer agrees to recognize Union Executive Officers of not more than two (2) bargaining unit members. These employees shall represent members in grievance meetings or where required in other meetings with the employer. The two (2) unit officers or their designate shall also represent the unit as part of the Union bargaining committee.

Representation shall be as follows:

- Unless otherwise agreed by the parties only one member will sit at a given time in grievance to represent members. This does not preclude the President of the Local Union or their designate or the assigned CUPE National Representative from participating in the meeting.
- The Union bargaining committee will be comprised of the two (2) bargaining unit members or their designate and the President of the Local Union or their designate and the assigned CUPE Staff Representative.
- It is understood the requirements specified above are based on the President of Local 2977 being from a unit outside the Autism Intervention program. In the event the President of 2977 is a member of the AI unit it shall not increase the number of AI staff that can participate in the meetings specified above unless agreed to by the parties.

- 10.02 The Union shall notify the Employer in writing of the names of the employees authorized to act in the capacities set out in 10.01 above, and of any changes therein from time to time, before the employer shall be required to recognize them.

- 10.03 A probationary employee shall not be entitled to act in any of the capacities set out in 10.01.

- 10.04 (a) Employees acting in the capacity set out in 10.01, with respect to assisting employees in the presentation of a grievance, in any discipline or investigatory meeting may leave work, without loss of pay to attend to Union business on the following conditions (it is understood that no more than two employees acting in this capacity may attend a meeting and receive payment):

(j) such business must be between the Union and the Employer;

(ii) the time shall be devoted to the prompt handling of the Union business;

-
- (iii) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.
 - (iv) Bethesda will endeavour to provide CUPE with advance notice, of no less than four (4) hours, of all meetings requiring CUPE representation. Bethesda will provide contact information of the employee attending. It is understood that employees must keep their contact information up to date with the employer, and furthermore, that the employer will only be responsible to provide the contact information that they have on file. Bethesda will ensure adequate workplace coverage for all union representatives. Union representatives selected by CUPE will be at work during meetings if possible, and will continue to be paid by Bethesda. The meeting time provided by Bethesda will not be altered by either party except in extenuating circumstances. Bethesda will endeavour to provide CUPE no less than two (2) hours' notice of a change of a physical location or time of meeting. In the event that two (2) hours notice is not possible, a meeting will not take place until such time as a CUPE representative can attend.
 - (v) the employee concerned shall obtain the permission of their supervisor before leaving their work. Permission shall not be unreasonably denied.
- (b) Pay to the Negotiating Committee members for time necessarily lost from work during negotiations with the Employer shall be limited to meeting with the Employer up to but not including conciliation and thereafter.

10.05 Employee-Employer Relations Committee

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote good, constructive and harmonious relations. Accordingly:

- (a) The Parties agree that a joint consultation committee to be known as the Employee/Employer Relations Committee composed of not more than two (2) unit members and the CUPE Local 2977 President. It is understood that should the CUPE Local 2977 President be a member of the unit the number of unit members remains at two (2). Should the CUPE Local 2977 President not be a unit member the President (or designate) then may attend and not be considered a unit member. The Employer shall have two (2) representatives. The forum shall be used for consultation on changes in conditions of employment not governed by the Agreement and on other matters of mutual interest.
- (b) The Committee shall meet at the request of either party, but in no event more frequently than once every month. Necessity for a meeting will be indicated by a letter from either party to the other party delivered at least five (5) days in advance of the proposed meeting and containing an agenda on the subject to be discussed. It is understood that scheduling issues may require flexibility in the timing of the meeting.
- (c) While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

(d) The C.U.P.E. National Representative may attend at meetings of the Employee/Employer Relations Committee if invited by the Employer or on two (2) weeks' notice to the Employer if invited by the Union. The Employer may invite outside assistance to attend these meetings on two (2) weeks' notice to the Union. Notwithstanding the Union may invite the CUPE National Representative or the Employer may invite outside representation without the full two (2) weeks' notice on being informed by the opposite party that there will be such outside representation. It is understood that scheduling issues may require flexibility in the timing of the meeting.

10.06 The Employer agrees that once per month for a maximum of four (4) hours the Union executive members of the Autism Intervention unit will be released to meet with the Executive of Local 2977. The Union agrees to compensate Employer for the unit executive members who attend such meetings at straight time rates of pay for all time spent in such meetings. The employer will invoice the Union local for wages of said meeting.

The Union will be responsible for informing the Employer of the names of the unit executive members of Autism Intervention Unit and of when the Local 2977 Executive meetings are scheduled.

ARTICLE 11 – SENIORITY

11.01 A new employee shall be considered a probationary employee until they have completed one thousand forty (1040) hours. The start date for full-time staff will be considered to be the seniority date unless otherwise specified. In the case of a part-time, or contract/temporary, or relief employee—being accorded permanent employee status, a prorated seniority date shall be arrived at in accordance with their actual hours worked.

11.02 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance procedure including the arbitration provisions.

11.03 (a) The Employer shall supply the Union with a set of seniority lists every three (3) months. The seniority lists will indicate the names, addresses, telephone numbers, classifications status and seniority dates of all employees of the bargaining unit.

(b) Up-to-date information of any interim seniority changes will be available to the President of the Union at the Human Resources Department or other such mutually agreeable location during regular office hours. The Employer will provide on a monthly basis a list of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

(c) Should a full-time employee transfer to a part-time position they shall take all of their seniority with them based on the formula that 2080 hours equals one (1) year seniority.

11.04 Loss of Seniority

An employee shall lose their seniority and their employment shall be terminated for any of the following reasons:

-
- (a) they voluntarily leave the employ of the Employer;
 - (b) If they are discharged and not reinstated through the grievance or arbitration procedure.
 - (c) If they are absent from work without permission for three (3) consecutive working days without notification unless a bona fide or reasonable explanation is given.
 - (d) If they fail to return to work upon expiration of an authorized leave of absence unless a bona fide or reasonable explanation is given.
 - (e) If they are laid off and fail to return to work within five (5) working days after attempted delivery of a registered letter notifying them to report for work unless a bona fide or reasonable explanation for failing to report is given. Such notice shall be by registered mail sent to the employees address on file with the agency. The employee must ensure their address on file with the employer is up to date.
 - (f) If they are laid off and not recalled for a period of twenty-four (24) months.

ARTICLE 12 – JOB POSTINGS

12.01 The Employer undertakes the responsibility of posting all job vacancies (including full time, part time, contract/temporary and relief positions) as they occur. It is understood by the parties that the requirement to post a position only relates to the initial job posting and as such the Employer is free to move contract/temporary positions, if the employee agrees, to other contract/temporary vacancies after a vacancy is created by a job posting. Any and all vacancies not filled through the movement of contracts/temporary positions will be posted by the Employer. All postings will be emailed to all employees of Bethesda and shall remain open for seven (7) days and shall stipulate the qualifications, classification, rate of pay and department concerned. All postings shall be open to Full Time, Part Time, Contract/Temporary and Relief employees in the Autism Intervention unit before other applicants are considered. Notwithstanding the foregoing the employer may advertise vacancies internally and externally at the same time.

Members of the Bargaining Unit (Children's Services) may elect to receive bargaining unit job postings during an approved leave of absence by completing the appropriate Human Resources form. It is understood that staff requesting to receive job postings while on approved leave of absence will be available to interview at the times presented by the Employer, with reasonable notice, and that the Employer is not required to delay the filling of vacancies for staff to return from their approved leave of absence.

- 12.02 In the event that two or more employees apply for the posted vacancy, where qualifications and Bethesda job related experience are relatively equal, then seniority shall be the determining factor.
- 12.03 The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made and no grievance may be filed.
- 12.04 An appointment shall be made within thirty (30) days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not to fill the vacancy.

-
- 12.05 The employee who is transferred as a result of a job posting is subject to a trial period for the first five hundred twenty (520) hours. Should the employee not prove suitable or should they choose to return, prior to the end of the five hundred twenty (520) hours trial period, they shall be transferred back to the position from which they came as soon as practicable. This shall be accomplished consistent with the bumping process in the collective agreement. It is understood that employees that post in from a non-union position have no assurance of being returned to a previous position.
- 12.06 The Employer will email the President of the Union and the Unit Chairperson with copies of Union job postings and the names of the successful applicants within four (4) days of their appointment.
- 12.07 An employee may place a written application for a particular classification with the Human Resources Department. Such an application will remain on file for six (6) months and will be reviewed should a posting for that classification be made.
- 12.08 When a temporary or relief position is determined necessary by the employer, it will be posted internally, bargaining unit wide, for a period of seven (7) consecutive calendar days. Bargaining unit members may apply for the position within the time limits identified. The posting shall stipulate the qualifications, classification, rate of pay and department and a copy shall be provided to the Union. Where there are no successful applicants from within the Autism Intervention bargaining unit, the position will be posted and filled agency wide or external.
- 12.09 Any unionized employee who applies for a posted vacancy in the bargaining unit shall be granted an interview for the position provided they meet the minimum qualifications. Applicants will receive written notice of the outcome of their application.
- 12.10 Employees who have passed the probationary period or were successful applicants for a job posting may apply but need not be considered for another job posting until they have been in their present position for a period of six (6) months except where the posting would result in a permanent position or a promotion.

ARTICLE 13 – TRANSFERS

13.01 Management Initiated Transfer

When an employee is transferred or reclassified, they shall remain at their current rate of pay at the time of the transfer or the starting rate, if higher, of the job to which they are being transferred.

Should the starting rate of the position to which they are transferred be lower than their current rate, they shall remain at the current rate until the rate for the new job class catches up to their current rate through annual adjustments.

If an employee is temporarily transferred to a higher paying classification in the bargaining unit or requested to temporarily substitute for an employee in a higher paying classification in the bargaining unit, the employee shall be paid at the higher rates classification for all hours worked within the higher job classification. The higher rate of pay will be the

equivalent grid position (i.e. year) in the higher paying classification to that which they hold in their regular classification.

Bargaining unit members shall not be transferred into positions outside of the bargaining unit without their consent. When staff backfill in a higher rated position for periods of four (4) cumulative hours or more in a scheduled shift they shall be compensated at the higher rate for the actual hours worked. Opportunities to work in the higher rated position will be offered based on experience/ability and willingness to perform the duties; based on team membership and familiarity with the child/function. It is understood that if there are no staff meeting this criteria other staff may be requested to perform the tasks.

13.02 Employee Initiated Transfer

An employee who requests a transfer to a different job category, if accepted for the new position, shall receive the rate of pay for the new job category, whether it be higher or lower, commencing the date of their actual transfer. Transfer requests will remain on file for three (3) months before stale dating.

ARTICLE 14 – DISCHARGE AND LAY-OFF

14.01 Discharge

A claim by an employee that they have been discharged without just cause shall be treated as a grievance at Step 2 of the grievance procedure, if a written statement of such grievance is lodged by the employee and/or the Union Grievance Committee with the Chief Administrative Officer within five (5) days after the employee has been discharged.

Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for lost time, or by other arrangement which is just and equitable in the opinion of the conferring parties, or in accordance with a decision from a third party achieved through the grievance and arbitration process.

14.02 Lay-Offs

Both parties recognize that job security should increase in proportion to length of service. When layoffs occur in a department, employees will be laid off in reverse order of seniority within the department providing the remaining employees have the qualifications to perform the work. The employee being bumped may then bump a less senior employee in the Autism Intervention bargaining unit with the same or more hours of work per week of the employee bumping, or to the least senior employee, as the bumping employee chooses, provided the employee is qualified to perform the work.

14.03 When more than one employee is laid off, the most senior employee will have first choice of available positions for which they are qualified for and this process will be repeated until all vacant positions have been filled.

-
- 14.04 Employees on temporary layoff will be recalled in order of their seniority provided they are qualified to perform the duties of the job with normal orientation and job familiarization which will be no less than one month. During any layoff periods extending beyond 30 days, all benefits afforded an employee as a result of this agreement cease; they shall however be reinstated upon the first day of recall to employment.

For clarity, benefit coverage will continue during shut down periods.

- 14.05 No full time employee, qualified to perform the available work, will be laid off while contract/temporary staff continues to work. Full time staff will be offered the opportunity of displacing part time staff as an alternative to being laid off provided they are more senior and have the necessary qualifications to perform the duties of the part time employee.

Any employee affected by such a lay off shall be given the opportunity to move to another equal or lower classification for which they are qualified or can become qualified within 6 months of training, within the bargaining unit. Should an employee move to a lower OR EQUAL classification through the above noted process the employee will be provided appropriate on the job training for up to six (6) months. If the employee is not proficient within the six month on the job training period it is understood they will be laid off.

No part time staff will be laid off while relief staff continues to work provided part time employees are qualified or can become qualified with minimal training to do the work. If part time employees are not qualified or cannot be trained to do the work they may be laid off in reverse order of seniority.

It is understood that staff cannot move to a classification that is considered to be a higher classification through this process.

- 14.06 New employees shall not be hired until qualified employees on layoff and eligible for recall have been given an opportunity of recall.
- 14.07 Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off in excess of one month with no less than ten (10) working days notice prior to the effective date of lay-off. When possible, the employer will inform and meet with the Union prior to issuing any layoff notices. If not possible, the Employer will inform the Employee and the Union simultaneously at a scheduled meeting, of an upcoming layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- 14.08 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employee results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment, is not a breach of this Agreement.
- 14.09 If a full time employee is eligible for severance pay under the Employment Standards Act, (ESA) severance will be paid at the rate of two (2) weeks for each year of service. Part time employees eligible for severance under the ESA will be paid as outlined in the Employment Standards Act.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Any employee may be granted a leave of absence without loss of seniority and without pay for a period of time not to exceed one (1) month for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. Leave of absence of more than one (1) month's duration will affect seniority by the length of the leave of absence. Except in emergencies, written requests for leave of absence must be made at least four (4) weeks prior to such leave. Such leaves will be without health benefits unless the employee requests to have their benefits maintained at their expense and provides the employer with post dated cheques to cover the cost of the benefits.

15.02 A leave of absence without pay to take further education relating to their field may be granted upon written application by the employee to the Manager/Director. The estimated return date to full-time work is to be established prior to granting the leave of absence. Seniority for full and part time employees will be maintained at the level accrued when the leave began. Such leaves are subject to the employer's ability to maintain operational needs. Such leaves will be without health benefits unless the employee requests to have their benefits maintained at their expense and provides the employer with post dated cheques to cover the cost of the benefits.

15.03 (a) Leave of Absence – Seminars and Conventions

A cumulative total of forty (40) days' leave of absence per year shall be granted in order that members may attend union seminars, conventions, providing that:

- no more than two (2) employees are absent at one time;
- no more than five (5) days are taken at one time;
- no more than one (1) employee is absent at a time from a Department of less than five (5) employees;
- to the extent possible at least two (2) weeks written notice be given to management.
- Union leave absences in excess of the above noted maximums may be approved where it can be accommodated and will not be unreasonable denied.

(b) Special Leave of Absence

Upon thirty (30) days written notice, the Employer will permit two (2) employees once annually, up to six (6) weeks leave of absence in order to attend any special Union education or training program.

(c) Notwithstanding the limit of two (2) members specified in (a) above, upon at least two (2) weeks written notice, the Employer will permit three (3) members, once annually, up to five (5) days leave of absence to attend to Union business.

(d) The above leaves shall be without pay. However, the Employer shall continue to pay the employee their regular wages, pension contributions and benefits and shall bill the Union for the cost of the same which shall be remitted to the Employer within fifteen (15) days of being billed.

15.04 An employee who is elected or selected for a full time position with the Union, the Canadian Labour Congress or the Ontario Federation of Labour shall be granted leave of absence without loss of seniority but without pay or benefits for a period of two (2) years. Such leave may be renewed for further terms of office upon request.

ARTICLE 16 – COMPASSIONATE LEAVE

16.01 When a death occurs in the immediate family of an employee (as defined below under immediate family), the employee shall be granted a paid leave of absence as follows; six (6) consecutive working days for full time employees or five (5) consecutive calendar days for part time/contract or temporary. One of the days must be the day of the funeral.

Immediate Family: Parent, Spouse, Child, Brother, Sister. It is understood this definition also includes “step” relatives as outlined above, foster children, common law spouses, and same-sex partners, and fetus with a gestation period of twenty (20) weeks or more.

For clarity, the employer may require the employee to provide verification.

16.02 When death occurs of an employee’s relative as defined below the employee shall be granted a paid leave of absence of three (3) consecutive working days.

Relative: Mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law.

16.03 All employees shall be granted a leave of absence without loss of pay for the day of the funeral for the employee’s niece, nephew, aunt, uncle, and for a grandparent of the employee’s spouse.

16.04 (a) Full Time Employees

If an employee is eligible to receive payment under the terms of bereavement leave for any period in which he or she is scheduled for a statutory holiday or vacation day then the employee will be allowed to reschedule the vacation days and or statutory holidays off at a later date.

(b) Part Time Contract/Temporary Employees

If an employee is eligible to receive payment under the terms of bereavement leave for any period in which he or she is scheduled on a statutory holiday the employee will be paid for the bereavement leave on this day at time and one half and will be paid for holiday pay as per the Employment Standards Act.

16.05 Where it is necessary because of distance, the employee may be provided up to two (2) days as additional unpaid leave or a full time employee may use accumulated time owing. Consideration will be given to location and circumstances of the situation.

-
- 16.06 An employee may request additional unpaid leave of absence because of bereavement purposes. Such leave will not be unreasonably denied and shall not impact the employee's level in the attendance support program.
- 16.07 Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, to accommodate a future funeral/celebration of life date. It is understood that if the employee requests to divide the leave, this request must be made to the employer's manager at the time of the first request to be taken within six (6) months. In extenuating circumstances an extension can be requested. Management reserves the right to request adequate and acceptable proof of the requirement to flex this time.

ARTICLE 17 – PREGNANCY/PARENTAL/ADOPTION LEAVE

17.01 Maternity (Pregnancy)

An employee shall be entitled to up to seventeen (17) weeks of unpaid leave of absence for pregnancy, where she has been employed at Bethesda for at least thirteen (13) consecutive weeks immediately preceding the estimated day of delivery. Such employee shall continue to accumulate seniority during such leave.

The employee must give Bethesda at least two (2) weeks written notice of the date the leave is to begin and a certificate from a legally qualified medical practitioner, or a registered midwife, stating the expected birth date.

Employees wishing to return to work prior to the completion of seventeen (17) weeks leave of absence must give Bethesda at least four (4) weeks written notice of their desire to return to work.

An employee returning from this leave will be returned to the position they held prior to such leave, if the position still exists. If the position no longer exists, they shall be returned to a comparable position.

Wage Top up while on Pregnancy Leave - A regular full time employee who is on pregnancy leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act, as amended, shall be paid a supplemental unemployment benefit (SUB). That benefit will be equivalent to the difference between seventy-five per cent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

17.02 Additional Leave

An employee who has been employed at Bethesda for at least thirteen (13) continuous weeks and who was entitled to seventeen (17) weeks ordinary maternity (pregnancy) leave is now entitled to up to an additional sixty-one (61) weeks of unpaid leave of absence following the expiry of the seventeen (17) weeks of ordinary maternity (pregnancy) leave. Full time seniority shall continue to accumulate during this additional leave; it is understood that part time employees accumulate seniority based on hours worked and will not accumulate seniority while on approved leave.

The employee must provide Bethesda with no less than two (2) weeks written notice of the date the leave is to begin.

An employee who wishes to return to work prior to the completion of the additional sixty-one (61) weeks leave of absence must provide Bethesda with no less than four (4) weeks written notice of their desire to return to work.

An employee returning from this additional leave shall be returned to the position they held prior to such additional leave, if it still exists. If the position no longer exists, the employee shall be returned to a comparable position.

ARTICLE 18- PARENTAL/ADOPTION LEAVE

18.01 An employee who has been employed at Bethesda for at least thirteen (13) weeks and who is the parent of a child or expects to have responsibility for a child through adoption shall be entitled to up to sixty-three (63) weeks of unpaid leave of absence following the birth of the child or the coming of the child into the custody, care and control of the employee as a parent for the first time.

The employee must provide Bethesda with no less than two (2) weeks notice of the date the leave is to begin. Full time seniority shall continue to accumulate during this additional leave; it is understood that part time employees accumulate seniority based on hours worked and will not accumulate seniority while on an approved leave.

An employee who wishes to return to work prior to the completion of the sixty-three (63) weeks parental/adoption leave of absence must provide Bethesda with no less than four (4) weeks written notice of their desire to return to work.

An employee returning from this parental/adoption leave shall be returned to the position they held prior to such additional leave, if it still exists. If the position no longer exists, the employee shall be returned to a comparable position.

Employees eligible for leave according to Article 16 are not eligible for this parental/adoption leave.

ARTICLE 19 – WORKPLACE SAFETY AND INSURANCE BOARD (W.S.I.B.)

19.01 An employee covered by this agreement who suffers an injury in the course of their duties and who is in receipt of a loss of earnings award from WSIB, shall be paid by the employer for a period not to exceed three (3) months, for each separate injury, the difference between the said wage or salary award and his/her current wage/salary.

(Example: An employee off on WSIB for four (4) months would receive full wage top up from the employer for the three months.)

19.02 The employer and the Union will form a Return to Work (RTW) Committee and implement a plan outlining steps for a mutually agreed process which is followed to return injured workers back to work. The purpose of the committee is to work cooperatively to ensure the employees safe return to work at the earliest possible opportunity.

A member of the Local designated by the Union shall be a participant in the initial return to work meeting and all subsequent meetings when there is an identified concern by either party or there is a significant change to the original return to work plan.

Should an employee claim for lost time benefits through the WSIB and the lost time claim is denied, the employer agrees to review the circumstances leading to the lost time claim and determined eligibility for benefits under article 29 of this agreement. It is understood that benefits under article 29 will not be paid while a determination regarding eligibility for WSIB lost time benefits is being made. Should an employee appeal the denial of lost time benefits through the WSIB appeal process and be successful, the employee will repay any payment made by Bethesda to the employee under Article 29 of this agreement.

Full time employees may request in writing to be paid vacation time, stat owing or time owing while off work pending an approved WSIB lost time claim. It is understood that should an employee be awarded lost time benefits through WSIB, they are required to repay all monies paid to the employee by Bethesda. The repayment must take place within two (2) weeks of WSIB making the claim determination.

19.03 An employee injured or diseased as a result of or in the course of their regular duties shall be returned to their pre-injury position provided they are able to perform the duties. It is understood this may entail appropriate accommodations. This article is not to be read as a guarantee of employment for the purposes of lay-off or downsizing.

19.04 A copy of the employees Form 7 (Injury Report) will be provided to the employee, Joint Health and Safety Committee, Unit Vice President and the Local President at the time of completion.

ARTICLE 20 – JURY DUTY AND COURT ATTENDANCE

20.01 Employees required to serve as a juror in any court of law will be paid regular wages but will repay Bethesda any payment received as a juror. Immediately upon receiving notice to serve as a juror, he must present this notice to his Supervisor.

20.02 Employees subpoenaed to a legal proceeding as a witness, will be paid regular wages but will repay the Employer any witness fees received excluding meals and travel expenses. Employees involved in any civil or criminal action as plaintiff, defendant or witness (unless as a witness summoned by the Crown), will not be paid for time lost from work. Summons must be presented to the Supervisor prior to the event if the employee expects to be absent from regular duties.

ARTICLE 21 – HOURS OF WORK

- 21.01 (a) The standard work day for all employees shall be eight (8) hours inclusive of one-half (1/2) hour paid meal break and the standard work week shall be forty (40) hours. The meal period shall be an uninterrupted period except in cases of emergency. The employer will endeavor to provide a suitable space in the workplace for staff to eat their meals. The Employer reserves the right to stagger meal breaks and hours of work in order to maintain staff coverage. Nothing in this agreement shall be interpreted as a guarantee of hours of work per day or per week or days of work per week. Notwithstanding the foregoing and the provisions of 24.02 and 24.04, the employer may flex employees scheduled daily hours to a maximum of one hour one time per week to accommodate program needs without the flexing being considered as overtime (or a violation of 24.04) provided the standard weekly hours are not exceeded.
- (b) The Employer will schedule one fifteen (15) minute rest period for each full half (1/2) scheduled shift. When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.
- (c) For part time employees the normal hours of work shall be up to sixty-four (64) hours bi-weekly period subject to article 21(d) i. Employees will be limited to five (5) shifts scheduled in one calendar week unless an employee has requested time off in the adjoining week or a client emergency does not permit for this. A client emergency will be defined as client illness, client family observation or client emergency support,. The scheduling of up to five (5) shifts in a calendar week does not entitle the employee to premium pay or overtime.
- (d) (i) It is understood that all full time qualified employees with fewer than eighty (80) hours bi-weekly will be given the opportunity to work up to eighty (80) hours bi-weekly, without incurring overtime, and then qualified part-time employees will be given the opportunity to work up to eighty (80) hours bi-weekly to cover full-time (and part time where applicable) vacation, sick time, lieu time, attendance at training events, union time off, bereavement leave, or any other reason as determined by the employer prior to the offering of overtime hours to full-time employees. The employer reserves the right not to cover open hours provided the decision not to cover the hours does not put other staff at risk.
- (ii) Where the employer decides to backfill open hours part-time employees shall be offered these additional hours based on seniority. It is understood that in the event of program expansion to two or more teams hours will be offered based on familiarity. Familiarity is determined as currently or previously being on a child's therapy team, or on the child's ST team or on the child's team within the last six (6) months. Where

familiarity is not current, seniority shall apply. Where part time staff are not available relief staff shall be offered the available hours following the same process.

21.02 Given Bethesda has a policy prohibiting the use of personal cell phones Bethesda will provide staff with a telephone extension number that staff can provide to people for emergency messages, and provided management is notified in advance, staff will be allowed to make personal calls from Bethesda phones to check on family members.

21.03 Call-in while on vacation/lieu time

A full time employee may advise the employer in writing that they are agreeable to being called for extra shifts while they are off work on vacation or lieu time. Acceptance of call in shifts while on vacation/lieu time will result in the scheduled vacation/lieu time hours being returned to the employee for use at a later time and payment for the accepted shift at regular time. Full time employees that are on a regular day off and accept a call in shift will receive overtime for hours worked on the call in shift.

ARTICLE 22 – LATENESS DUE TO WEATHER

22.01 In cases where the employee cannot arrive for work at the required time because of weather conditions, the time lost will be without pay. However, a full time employee that has accumulated vacation, statutory holidays or other time owing them, may request that such time be used to offset the time without pay. Alternatively, employees will also be given the opportunity to make up the lost time (up to two hours) by adding an equal amount of time at the end of their regular scheduled shifts within the current pay period and as approved by their Supervisor. This arrangement requires the Supervisors approval. Such approval shall not be unreasonably denied.

22.02 Should an employee fail to notify their Supervisor within a reasonable period of time of their inability to report to work, they shall not receive pay for that period of time.

ARTICLE 23 – SCHEDULE POSTINGS

23.01 The posting of work schedules shall be made two (2) calendar weeks in advance of the time to be worked. Changes affecting the hours of work shall not be made without consulting staff members. Except in emergency situations or otherwise agreed to by the parties necessary changes shall be communicated within a reasonable period of time (not less than five days prior to the change). Overtime may apply to the initiated changes. Changes initiated within thirty six (36) hours of the scheduled shift may only be made by mutual agreement. Where the change involves the session location as much notice as reasonably possible will be provided and consideration will be given to complications this creates for staff.

ARTICLE 24 – OVERTIME PAY AND TIME OWING

24.01 The regular straight time rate of pay is that prescribed in Wage Schedule “A” of the Collective Agreement.

24.02 Except as provided for in article 21.01 (a) an employee shall receive time and one-half their regular straight time rate of pay for authorized hours worked in excess of the scheduled daily or bi-weekly hours.

24.03 The overtime rate shall be time and one-half the employee's straight time hourly rate.

Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

24.04 Employees who work overtime will not be required to take time off in regular hours to make up for the overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer. Such time off will be the equivalent of the premium rate the employee has earned for working overtime. This provision applies to full time employees only.

24.05 Call-back shall be paid at the rate of time and one half (1½) regular pay, with a minimum of two (2) hours time and one-half (1½) pay guaranteed for each call-back. Full time employees may request to accumulate time owing at one and one-half (1½) time. To the extent possible staff considered most familiar with the kids in therapy will be offered the call back hours on a priority basis.

24.06 Employees reporting for scheduled work and find that no work is available to be assigned to them, will be guaranteed a minimum of three (3) hours wages, except when work is not available due to conditions beyond the employer's control. The Employer reserves the right to assign work that the individual is qualified to perform.

24.07 Overtime is intended to be voluntary and shall be offered in order of seniority provided they are familiar with the kids in therapy. However, in the event overtime is required to address emergency situations where client or staff safety is at risk and qualified staff does not voluntarily agree to work the available hours, staff may be forced to work in reverse order of seniority based on the following order of classifications: Part Time Familiar / Relief Familiar / Part Time Seniority / Relief Seniority / Full Time. Where staff has been compelled to work the employer agrees to ensure they are relieved at the earliest opportunity.

24.08 Full time permanent employees can bank up to sixteen (16) hours in lieu time. An employee may request more than sixteen (16) hours of lieu time be banked and such request will not be unreasonably denied. A maximum of thirty-two (32) hours may be banked at any one time. Lieu time must be used within the fiscal year earned if possible.

ARTICLE 25 – DOCTOR'S APPOINTMENTS

25.01 Employees needing a doctor's appointment shall do everything possible to obtain the appointment at a time which will not interfere with the scheduled hours of work.

25.02 Employees unable to meet the request as outlined in 25.01 shall with permission of their Manager/Supervisor:

-
- (a) Make up for the time used for said appointment if work can be rescheduled.
 - (b) Take the time off with permission of the Department Head utilizing vacation time, float time, or unpaid time, at the employee's choice.
 - (c) Employees will endeavor to provide as much notice as possible, to assist with scheduling.

ARTICLE 26 – PAID HOLIDAYS

26.01 The following nine (9) days are considered as paid holidays for all employees:

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

Permanent full time employees will receive the following additional paid holidays:

Easter Monday
Civic Holiday

Full time permanent employees will also receive an additional thirty two (32) hours of floater time.

And any other public holiday as proclaimed by the Provincial Government of Ontario.

The floater hours for full time permanent employees must be mutually agreed between the employer and the employee.

In order to be paid for the paid holiday, the employee must work their scheduled work day before and after the holiday.

26.02 Where a regular full time employee works on a paid holiday, they shall be paid at the rate of time and one-half (1½) their basic hourly rate of pay for all hours worked on such holiday and shall be given eight (8) hours time off in lieu thereof. Time off for the lieu day shall be decided with the Department Head with time preferably taken on staff overlap days. Consideration will be given to special situations.

Any full time employee that works on a paid holiday and fails to report to work on the scheduled work day immediately prior or following the day taken in lieu of that paid holiday will not be paid for the holiday taken in lieu.

Where a part time employee works on a paid holiday they shall be paid at the rate of time and one half their basic hourly rate of pay for all hours worked on such holiday and shall be paid holiday pay as prescribed by the Employment Standards Act.

26.03 Should a paid holiday fall on a non-working day or during a full time employee's vacation period, the employee will be entitled to a day in lieu, at straight time, the date to be decided with the Department Head. Consideration will be given to special situations.

Should a paid holiday fall on a non-working day part time employees will be paid as prescribed by the Employment Standards Act

ARTICLE 27 – VACATIONS

27.01 Vacations with pay shall be granted to Full Time employees on the following basis:

Two (2) weeks (80 hours)	if the employee has completed one (1) full year of service as of April 1 st
Three (3) weeks (120 hours)	if the employee has completed two (2) full years of service as of April 1 st
Four (4) weeks (160 hours)	if the employee has completed eight (8) years of service as at April 1 st
Five (5) weeks (200 hours)	if the employee has completed fifteen (15) years of service as at April 1 st
Seven (7) weeks (280 hours)	if the employee has completed twenty (20) full years of service as at April 1 st

When an employee has completed twenty-three (23) full years of service as of April 1st, and for each full year of service completed as of April 1st thereafter, the employee shall be entitled to an additional eight (8) hours of vacation.

When an employee has completed thirty (30) full years of service as of April 1st the employee shall receive forty (40) hours of vacation in addition to that noted above.

An employee may book all of their vacation time off at any time during the year as approved by the supervisor, whose approval shall not be unreasonably withheld, from April 1 to March 31. For clarity, therapy staff are expected to book vacation during the shutdown period(s). The Employer shall consider shifting the weeks that the summer shutdown period occurs from year to year. Where it is operationally feasible therapy staff will be able to book vacation outside of the scheduled shutdown periods. If two employees have booked the same time off then the most senior employee will be allowed to take time off or to rearrange their time off, as they so choose, if their vacation is booked by April 30 of the year the vacation was granted. All vacation requests after April 30 will be prioritized by order received.

Note: Any employee that currently has greater vacation entitlement than noted above shall continue maintain that entitlement until they reach the next level of entitlement.

27.02 Vacations shall be booked in advance with the Supervisor or Department Head and must be approved by the Immediate Supervisor.

27.03 All part time staff covered by this agreement will receive four (4%) percent vacation pay. After five (5) years of service, all part time staff covered by this agreement will receive six (6%) percent vacation pay. Vacation pay will be paid by the following methods:

- (i) Receive a full pay out of all accrued vacation pay on the first full pay of December of each year;
- (ii) Receive a full pay out of all accrued vacation pay on the last pay period of March each year.

Part time employees may request, in writing, once per fiscal year, a full pay out of all accrued vacation time.

ARTICLE 28 – BENEFITS

28.01 Part time/Contract/Temporary employees shall receive five (5%) percent in lieu of benefits paid bi-weekly.

For full time employees, the Employer shall pay the full premium costs of the following plans:

- (a) Extended Health Care Plan - \$50 deductible family, \$25 single payable by the employee. This plan will include Chiropractic care and Physiotherapy to a maximum of \$500.00 per year after OHIP. Orthotics to a maximum five (5) hundred dollars (all orthotics combined) per calendar year. Orthotics require a medical note from a Chiropodist and /or Podiatrist.
- (b) Vision Care – which is \$200.00 every twenty-four (24) months per employee and each of the employee's dependents. The employer agrees to cover the expense of all eye exams every twenty-four (24) months.
- (c) Long Term Disability Plan – Subject to the carrier's approval of the claim the amount of Long Term Disability benefit received will be determined by the length of continuous service.
- (d) Group Life Insurance Plan – which is twice the employee's annual income.

All of the above is subject to the continuing eligibility of the carriers. Should the employer wish to change carriers, they shall meet and discuss such changes with the Union. No changes shall be implemented if such changes result in a lesser benefit or condition than which is presently provided. Employees will become eligible for these benefits at the beginning of the fourth (4th) calendar month following the date of hire.

28.02 The Employer will make arrangements to have the Great West Life No. 9 Dental Plan or comparable coverage with another carrier (based on one year behind the current Ontario Dental Association Fee Schedule, as amended from time to time). Employees will become eligible for this benefit at the beginning of the fourth (4th) calendar month following the date of hire. It is understood that all full time employees must join the Dental Plan. The employer shall pay 100% of the billed premium. Recalls will be limited to once every nine (9) months.

-
- 28.03 The Employer will make arrangements to provide up to three thousand dollars (\$3,000.00) per dependent child (under 18 years of age) for orthodontic coverage for full time employees.
- 28.04 Bethesda will schedule part-time benefits sign-up meetings, run and provided by an external provider quarterly at the Schmon Parkway location. It is understood and acknowledged that for any part-time employee signing up for benefits, Bethesda is not a party to the contractual relationship between the external benefit provider and the employee or responsible for any benefits costs, claims or disputes.

ARTICLE 29 – SHORT TERM INCOME PROTECTION DUE TO ILLNESS

- 29.01 Regular full-time employees with three (3) months of service or more, who are absent from work due to total disability, excluding compensable accidents such as those covered by Workers' Compensation are eligible for sick pay benefits which are fully paid by Bethesda as follows:

29.02 Duration of Benefits

Benefits are paid for up to fifteen (15) weeks or seventy-five (75) working days based on a normal five day work week.

29.03 Rate of Sick Pay Income

For full time employees the rate of pay will be one hundred percent (100%) of salary for the first four (4) ill periods to a maximum of forty (40) hours per illness. One ill period may include more than one group of consecutive days absent, provided that such absences are from the same cause of total disability and are separated by a reasonable period of time. After forty (40) hours of total disability the rate of pay will be sixty-six percent (66%) of salary for the balance of the disability period up to a maximum of fifteen (15) weeks. The fifth and each subsequent ill period will have no benefit for the first day of illness and sixty-six percent (66%) of salary for the balance of the disability period up to a maximum of fifteen (15) weeks.

29.04 Reinstatement of Benefits

When a full time employee returns from an absence and works full time continuously for three (3) weeks, the benefit period of fifteen (15) weeks is reinstated in full. Should the employee be absent from work again due to total disability for the same or a related cause or before having completed three (3) weeks of full time employment, the balance of the original sick pay benefit will apply. However, if the subsequent absence is due to a different illness unrelated to the initial one, the full fifteen (15) week benefit period will apply even if the absence due to the second illness occurs within three (3) weeks following the employee's return to work.

- 29.05 Any employee becoming ill at work must report to their Supervisor.

- 29.06 Proof of illness provided by a medical professional may be required for any occurrence however, a Bethesda medical certificate is mandatory from any staff who is absent three (3)

or more consecutive work days. The medical certificate must be presented to the appropriate departmental supervisor/manager before returning to work. Bethesda will reimburse up to (\$15.00) per calendar year for direct costs associated with getting the required certificate.

29.07 Employment Insurance Benefits

Sick pay coverage for full time employees from the 16th to the 30th week of total disability is provided by the Employment Insurance Sick Benefit available through the local HRDC office. Note that the two week waiting period under EI rules is waived.

29.08 The Employer shall pay their full share of the costs of the benefits provided in this agreement for the following periods of absences (full time employees only):

(a) Any paid absence

(b) Any unpaid absence the total of which does not extend beyond thirty (30) continuous days.

(c) For a period of up to eighteen (18) months while an employee is in receipt of W.S.I.B. Benefits.

(d) For any illness or disability other than outlined in 30.08 (c) up to fifteen (15) weeks.

ARTICLE 30 – PENSION PLAN

30.01 All full time employees are required as a condition of employment to enroll in the Health care of Ontario Pension Plan (HOOPP).

30.02 The contributions toward the Plan by the employee and the Employer are determined by the current requirements of the Plan.

30.03 Part time and casual staff that are eligible to join the Health care of Ontario Pension Plan (HOOPP) will be offered the opportunity to enroll and contributions will be subject to the current requirements of the Plan. The employee is responsible for determining when they are eligible. The employer will assist them in the process.

ARTICLE 31 – GRIEVANCE PROCEDURE

31.01 (a) It is the mutual desire of both parties to this agreement that employee complaints be resolved promptly. An employee has no grievance until the complaint has been discussed with the immediate supervisor and an opportunity has been given to settle the complaint.

(b) If an employee who pays union dues to CUPE Local 2977 is to be disciplined or investigated the employer must notify the employee of their right to Union representation before such disciplinary or investigative action takes place. Bethesda will provide the CUPE representative with a list of questions to be asked at the onset of any applicable

meeting. It is understood that the list of questions provided by Bethesda may change during the meeting based on information provided.

Failing settlement, all differences between Bethesda and the Union arising from the interpretation, application or administration of this agreement and all questions of discharge, demotion, or termination of employment, shall be settled without stoppage of work in the following manner.

31.02 STEP 1

The difference of question shall be stated in writing or in a typed form of grievance; shall be signed by the employee and the Union; and shall be given to the immediate supervisor within five (5) working days after such difference or matter occurred. Such immediate supervisor shall give a decision in writing to the Union within five (5) working days after the grievance is received. If the decision is not satisfactory to the Union or to Bethesda, the Union or Bethesda may, within five (5) working days after such decision was delivered, submit it to the appropriate Director.

31.03 STEP 2

The appropriate Director shall review the decision; shall discuss it with the Union within five (5) working days after receipt of the grievance; and shall give a decision in writing to the Union within ten (10) working days after receiving the grievance. If the decision is not satisfactory to the Union or to Bethesda, either party may recommend submitting the decision to mediation within fifteen (15) working days after the decision was delivered in the following manner:

31.04 STEP 3

The parties will seek a mutually agreeable mediator. If the matter remains outstanding following mediation, either party may submit the decision to final and binding arbitration with notice in writing to the other party within five (5) working days following the final mediation meeting. If no mutually agreeable mediator is identified within the fifteen (15) working days, either party may submit the decision to final and binding arbitration with notice in writing to the other party within twenty (20) working days following the decision of the appropriate Director.

31.05 STEP 4 – ARBITRATION

The Union or Employer shall within fifteen (15) days after the delivery of such decision of the Chairman or other designated member of such Board of Trustees, deliver to the other party a notice in writing that they or it desire to submit such decision and such grievance and difference to arbitration.

31.06 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this agreement and shall contain either

(a) the name of the first party's nominee to the Board of Arbitration, in the case of a three (3) person Board of Arbitration. The recipient of the notice shall within ten (10) days

-
- thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavor within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person to act as a Chairperson of the Board of Arbitration within ten (10) days after the appointment of the second of them, then either party may request the Ministry of Labour to appoint the third member as Chairperson of the Board of Arbitration; or
- (b) shall contain the first party's proposal for the Chairperson of the Board of Arbitration, in the case of a one (1) person Board of Arbitration. The recipient of the notice
- (i) shall within ten (10) days of receipt agree to proceed by way of a one (1) person Board and the parties shall endeavor within ten (10) days after the notice to agree upon a Chairperson of the Board of Arbitration. If the parties are not able to agree upon a Chairperson within the ten (10) days, either party may request the Ministry of Labour to appoint the Chairperson of the Board of Arbitration; or
- (ii) shall within ten (10) days of receipt advise the other party that the matter shall proceed by way of a three (3) person Board of Arbitration and shall advise the other party of its nominee to the Board of Arbitration. The matter shall proceed according to the procedure for a three person Board of Arbitration.
- 31.07 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties hereto and the employee or employees concerned.
- 31.08 Each of the parties to this Agreement shall bear the expenses of the nominee appointed by it, in the event of a three (3) person Board of Arbitration, and the parties will share equally the fees and expenses, if any, of the Chairperson of the Board of Arbitration.
- 31.10 The Arbitrator or Board of Arbitration shall also have power to decide whether the matter submitted to it for Arbitration is arbitral, and if so to what extent, and if the aforesaid Grievance Procedure has been properly complied with by either or both of the parties to such arbitration. Questions of the amounts of salaries and wages are not grievable or arbitral.
- 31.11 No person shall be selected as a nominee or as a Chairperson to the Board of Arbitration who has been directly involved in attempts to negotiate or settle the grievance.
- 31.12 The Board of Arbitration will not have the power to amend, alter, change or vary this Agreement or make any decision inconsistent with it.
- 31.13 The Labour Relations Act of Ontario, as amended from time hereafter, applies to all Arbitrations hereunder.

ARTICLE 32 – UNION GRIEVANCE

32.01 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the Step 2 point of the Grievance Procedure provided it does so within the ten (10) working days following the occurrence or origination of the circumstances giving rise to the grievance. The time limits contained in this Article may be extended by agreement of the Parties in writing.

ARTICLE 33 – AMENDMENTS TO AGREEMENT

33.01 This Agreement may be amended from time to time during its term by consent in writing setting forth such amendments as are mutually agreed upon by both of the Parties hereto and which consent shall be signed by both of the Parties by their authorized representatives and shall be attached to this Agreement.

ARTICLE 34 – SALARY GRID

34.01 The Employer shall pay wages bi-weekly in accordance to the attached Schedule "A".

34.02 Shift Premium

Full time employees will be paid Shift premium of fifty-five (\$0.55) cents per hour in accordance to the following chart:

7:45 a.m. to 3:45 p.m., no shift premium.
8:00 a.m. to 4:00 p.m., no shift premium.
8:30 a.m. to 4:30 p.m., no shift premium.
9:00 a.m. to 5:00 p.m., no shift premium.
10:00 a.m. to 6:00 p.m., no shift premium.
11:00 a.m. to 7:00 p.m., from 3:00 p.m. onwards.
11:30 a.m. to 7:30 p.m., from 3:00 p.m. onwards.
12:00 p.m. to 8:00 p.m., from 3:00 p.m. onwards.

Should the employer introduce a shift that extends to or past six-fifteen (6:15) p.m. the shift premium shall be paid from 3 p.m. onwards.

In addition, all hours worked on weekends will be paid the same shift premium.

Shift premiums will not be paid out for any hour in which an employee receives overtime premium.

34.03 Staff may be provided Employer owned Cell phones for use on the job. When an employer provided phone is not available and the employer requests an employee to carry a personal cell phone; and the employee agrees to do so; – the employee shall receive fifteen (15) dollars per month towards their cell phone expenses.

ARTICLE 35 – TERM OF AGREEMENT

35.01 This agreement shall take effect on April 1, 2021 and shall remain in effect until March 31, 2023 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing within ninety (90) days prior to the expiry date that it desires its termination or amendment.

ARTICLE 36 – JOB DESCRIPTIONS

36.01 The Employer agrees to provide copies of job descriptions for all positions for which the Union is the bargaining agent. Job descriptions will be determined by the Employer. Staff will be consulted in the process to confirm the duties are described accurately.

ARTICLE 37 – LICENSING FEES

37.01 Licenses/ Certificates

The Employer agrees to pay the cost of all licensing fees and certificates for all staff up to one hundred dollars (\$100.00) per year, if required by the Employer.

37.02 Training & Development

Employees who enroll in any work related College or University course will be eligible for tuition reimbursement of seventeen (17%), upon successful completion of the approved course. The employee shall submit a request for approval to the appropriate director prior to enrollment in the course. Should a staff terminate their employment prior to second year anniversary of the completion of a course, they will be required to return the employer's portion of the tuition for that course. The employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at the course.

ARTICLE 38 – MISCELLANEOUS

38.01 (a) Bulletin Boards

The Employer will provide one (1) bulletin board in a locked plexi-glass covered case for the use of the Union. The bulletin board will be located in the main building at 3310 Schmon Parkway, Thorold.

(b) Posted Schedules

Upon written request from the Union President to the Employer and/or the Employer's representative, a copy of the posted schedules requested shall be provided to the Union within (1) week of the request.

(c) Mileage

When requested by the employer and authorized by the immediate supervisor/manager to use their personal automobile for the employer's business the employer agrees to compensate employees for authorized travel at the rate of forty-four cents per kilometer (\$0.44/km) provided that if the corporate mileage rate increases the increased rate shall apply and be paid for all kilometers driven from the effective date of the increase.

IN WITNESS WHEREOF the Parties hereto have affixed the hands and seals of their duly authorized representatives this 15th day of November 2021.

BETHESDA COMMUNITY SERVICES INC.

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2977

Paul McGowan
Paul McGowan (Nov 15, 2021 12:48 EST)

Catharine Rowland
Catharine Rowland (Nov 22, 2021 14:26 EST)

Margaret Lockhart
Margaret Lockhart (Nov 15, 2021 11:57 EST)

Irene Hagar
Irene Hagar (Nov 16, 2021 18:55 EST)

[Signature]

SCHEDULE "A" – WAGES

Effective April 1, 2021

Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Behaviour Therapist	26.84	27.95	29.09	30.21	31.35	32.47
Waitlist Coordinator	24.63	25.61	26.61	27.60	28.61	29.60
Lead Instructor Therapist	21.14	21.66	22.16	22.70	23.21	0
Instructor Therapist	20.32	20.86	21.36	21.88	22.39	0
Behaviour Therapist Assistant	21.23	22.14	22.73	23.25	0	0

By Hours

Position	0-2079	2080-4159	4160-6239	6240-8319	8320-1399	10,400
Instructor Therapist Con	20.32	20.86	21.36	21.88	22.39	0
PT/Relief Instructor Therapist	20.32	20.86	21.36	21.88	22.39	0
Transition Coordinator	26.84	27.95	29.09	30.21	31.35	32.47
Material Prep	20.32	20.86	21.36	21.88	22.39	0

Signing Bonus – Bethesda Offer to Settle Proposal

Bethesda offers a one-time signing bonus of 1% for hours worked from April 1, 2020 – March 31, 2021 for all active employees if a tentative agreement is reached March 26, 2021 and the agreement is ratified by March 31, 2021.

SCHEDULE "A" – WAGES

Effective April 1, 2022

Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Behaviour Therapist	27.04	28.15	29.29	30.41	31.55	32.67
Waitlist Coordinator	24.83	25.81	26.81	27.80	28.81	29.80
Lead Instructor Therapist	21.34	21.86	22.36	22.90	23.41	0
Instructor Therapist	20.52	21.06	21.56	22.08	22.59	0
Behaviour Therapist Assistant	21.43	22.34	22.93	23.45	0	0

By Hours

Position	0-2079	2080-4159	4160-6239	6240-8319	8320-1399	10,400
Instructor Therapist Con	20.52	21.06	21.56	22.08	22.59	0
PT/Relief Instructor Therapist	20.52	21.06	21.56	22.08	22.59	0
Transition Coordinator	27.04	28.15	29.29	30.41	31.55	32.67
Material Prep	20.52	21.06	21.56	22.08	22.59	0

LETTER OF UNDERSTANDING - LOBBYING

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2977

Re: Lobbying

This Letter of Understanding is to advise that we at Bethesda Community Services Inc. do at various times lobby to ensure the best possible delivery of care to our clients. That lobbying may relate to any matter including increases in funding for wages and benefits for our staff.

Dated this 15th day of November 2021.

BETHESDA COMMUNITY SERVICES INC.

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2977

Paul McGowan
Paul McGowan (Nov 15, 2021 12:48 EST)

Catharine Rowland
Catharine Rowland (Nov 22, 2021 14:26 EST)

Margaret Lockhart
Margaret Lockhart (Nov 15, 2021 11:57 EST)

Irene Hagar
Irene Hagar (Nov 16, 2021 18:55 EST)

JD

LETTER OF UNDERSTANDING – HEALTH & SAFETY

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2977

WITHOUT PRECEDENT OR PREJUDICE

Re: Health & Safety

Whereas the parties share concerns about workplace safety in the workplace the Employer has agreed to the following:

1. (a) Bethesda will perform a risk assessment in workplaces in which a risk of injury to workers from violence or aggression arising out of their employment may be present.

The risk assessment will include the consideration of:
 - i. Previous experience in that workplace.
 - ii. Occupational experience in similar workplaces, and.
 - iii. The location and circumstances in which work will take place.
- (b) If a risk of injury to workers from violence or aggressive behavior is identified by an assessment performed as outlined above, the employer will:
 - i. Establish procedures, policies and work environment arrangements to minimize the risk to workers from violence or aggression.
2. (a) Bethesda will inform workers who may be exposed to hazards including the risk of violence and/or aggression as to of the nature and the extent of the risk.
- (b) The duty to inform workers as outlined above includes a duty to provide information related to the rise of violence from persons who have a history of violent behaviour and whom workers are likely to encounter in the course of their work.

3. Bethesda will instruct workers who may be exposed to the risk of violence in:
 - i. the means for recognition of the potential for violence or aggression.
 - ii. the procedures, policies and work environment arrangements which have been developed to minimize or effectively control the risk to workers from violence and/or aggression.
 - iii. the appropriate response to incidents of violence or aggressive behavior, including how to obtain assistance.
 - iv. procedures for reporting, investigating and documenting incidents of violence or aggressive behavior.
4. Bethesda agrees to notify, when a critical incident occurs as defined by the Occupational Health and Safety Act, immediately the Joint Occupational Health and Safety Committee, Ministry of Labour Inspector, the CUPE Local president and the Chairperson of the Unit.
5. It is agreed by both parties that there is an inherent risk to working with Bethesda's clientele and that employees can only refuse work as outlined in the Occupational Health and Safety Act.
6. It is further agreed by both parties that the Employer is obligated to take every precaution reasonable in the circumstances to minimize the risk inherent in working with Bethesda's clientele by implementing adequate training, proper hazard control measures and providing personal protective equipment and safety procedures or protocols designed to eliminate exposure to hazards, violence and aggression. Employees are required to cooperate by actively participating in the established safe working procedures to decrease the inherent risks associated with working with Bethesda's clientele.
7. It is strictly understood that the establishment of policies and procedures is a management right and nothing contained in this letter is intended to restrict or limit that right in any way.

Dated this 15th day of November 2021.

FOR THE EMPLOYER

FOR THE UNION

Paul McGowan
Paul McGowan (Nov 15, 2021 12:48 EST)

Catharine Rowland
Catharine Rowland (Nov 22, 2021 14:26 EST)

Margaret Lockhart
Margaret Lockhart (Nov 15, 2021 11:57 EST)

Irene Hagar
Irene Hagar (Nov 15, 2021 18:55 EST)

[Signature]

LETTER OF UNDERSTANDING - ADDITIONAL VACATION – ARTICLE 27.01

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.
(hereinafter referred to as the “Employer”)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT’S LOCAL 2977
(herinafter referred to as the “Union”)

WITHOUT PRECEDENT OR PREJUDICE

RE: ADDITIONAL VACATION – ARTICLE 27.01

The parties agree that the negotiated increase in vacation for positions that are considered to be clinical in nature during bargaining for a new Collective Agreement in 2016/2017 will be for the following positions:

- Behaviour Therapist
- Waitlist Coordinator

The parties further agree that, as indicated in Article 27.01, the employer is responsible for determining what positions are clinical in nature.

The above noted positions are agreed to qualify for the additional week of vacation at the time of ratification, however it is agreed that should the responsibilities of the above noted position change the Employer may be determined that the positions no longer qualify for the additional week of vacation. Furthermore, should a position within the bargaining unit responsibilities change after ratification, the change in responsibilities may qualify the position for additional vacation based on the changes in responsibilities as determined by the Employer.

It is further agreed that any changes in vacation entitlement will be granted/reduced on April 1st of each year. Vacation will not be increased or decreased during the vacation year.

The Parties agree that the additional 1 week vacation entitlement will be retroactive to April 1st 2016 and must be used by April 1st 2017. In the event the Employer is unable to grant the additional one week vacation time off, or the agreement is not ratified by April 1st 2017, the employee will be able to carry over the 1 week vacation entitlement to be used in the 2017 fiscal year.

Dated this 15th day of November 2021.

EMPLOYER

Paul McGowan
Paul McGowan (Nov 15, 2021 12:48 EST)

Margaret Lockhart
Margaret Lockhart (Nov 15, 2021 11:57 EST)

CUPE LOCAL 2977 – AI UNIT

Catherine Rowland
Catherine Rowland (Nov 22, 2021 14:26 EST)

Irene Hagar
Irene Hagar (Nov 16, 2021 18:55 EST)

[Signature]