

Sixth Collective Agreement

Between:

Canadian Union of Public Employees and its Local 4763

(hereinafter referred to as the “Union”)

CUPE 4763

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf

(hereinafter referred to as the “Employer”)



EXPIRY January 30th 2025

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Between

Canadian Union of Public Employees and its Local 4763

And

Bob Rumball Canadian Centre of Excellence for the Deaf

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Sixth Collective Agreement

Between:

Canadian Union of Public Employees and its Local 4763
(hereinafter referred to as the “Union”)

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf
(hereinafter referred to as the “Employer”)

Article 1 – Preamble

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the agency.

Article 2 – Management Rights

- 2.01 The Union recognizes that the management, supervisions and direction for the Employer and the work force are fixed exclusively with the Employer and as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees provided that a claim that an employee has been disciplined or discharged without just cause may become the subject of a grievance and may be dealt with in accordance with the grievance procedure;
 - (c) Determine, in the interest of efficient operations and the highest standards of service, methods of doing the work, standards of work, scope of services to be provided, the number of employees required and the locations of work to be used in connection therewith;

- (d) Establish, enforce and alter from time to time rules, regulations, policies and practices to be observed by employees; and
- (e) Generally to manage, maintain and operate the agency in all respects in accordance with its obligations.

2.02 The Employer agrees that it will not exercise its functions in this Article in a manner inconsistent with the expressed provisions of this Collective Agreement. The Employer agrees that it will not exercise its functions in this Article in a manner that is arbitrary, discriminatory or in bad faith.

Article 3 – Relationship

- 3.01 The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, religion, colour, age, sex, sexual orientation, national or ethnic origin, disability, family status or marital status. The Employer, the Union and the employees agree that they will adhere to the Ontario *Human Rights Code*.
- 3.02 The Employer and the Union agree that there shall be no discrimination against any employee because of their union participation or lack of Union participation.
- 3.03 The Union agrees that, except as provided for in this Collective Agreement, there shall be no union activity on the premises of the Employer during the employees' working hours except by agreement with the Employer.
- 3.04 There shall be no tolerance of sexual harassment nor harassment by abuse of authority in the workplace.

Sexual harassment is a course of conduct or gestures with sexual overtones (positive or negative) which causes insecurity or discomfort to another individual. It is unwelcome sexual advances, requests for sexual favours or other verbal or physical sexual conduct when:

- 1. Compliance with such conduct is made a condition of employment;

OR

- 2. Compliance with or rejection of such conduct is used as a basis for employment decisions or reappointments. This includes job security, transfers, promotions, salary increases, benefits, performance appraisals and disciplinary measures;

OR

3. Such conduct interferes with the individual's performance or ability to work by creating an intimidating, hostile or offensive work environment.

OR

4. Such conduct interferes with a person's right to freedom from harassment in the workplace.

Some examples of sexual harassment include:

- Jokes causing embarrassment or offence told after the joke teller has been advised that the jokes are embarrassing or offensive; or that are by their nature clearly embarrassing or offensive;
- Leering (suggestive staring);
- The display of sexually offensive material;
- Sexually degrading language used to describe a person;
- Derogatory or degrading remarks directed to members of one sex or sexual orientation;
- Sexually suggestive or obscene comments or gestures;
- Unwelcome inquiries or comments about a person's sex life;
- Unwelcome sexual flirtations, advances, propositions;
- Persistent unwanted contact or attention after a consensual relationship has ended;
- Requests for sexual favours;
- Unwanted touching, patting, pinching or kissing;
- Verbal abuse or threats.

Article 4 – Recognition

Bargaining Unit

- 4.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4763 as the sole bargaining agent for all employees employed by the Employer in the Town of Milton and the Town of Halton Hills save and except supervisors, persons above the rank of supervisor and office and clerical staff.
- 4.02 The Union and the Employer agree that the Employer may employ up to eight (8) summer students or such higher number that may be agreed to in writing between the Union and the Employer, during the months of June, July, and August who may perform bargaining unit work. Preference shall be given to individuals who are deaf, hard of hearing and/or have some ASL fluency. The summer students will not be required to become members of the Union, and further, the terms and conditions of this collective agreement will not apply to the summer students. The Employer acknowledges and agrees that the summer students will not be used

to displace members of the bargaining unit or reduce the hours of work of bargaining unit members.

- 4.03 The Union and the Employer agree that the Employer may utilize up to five (5) co-op students at any one given time who may perform bargaining unit work. Preference shall be given to individuals who are deaf, hard of hearing, and/or have some ASL fluency. The co-op students will not be required to become members of the Union, and further, the terms and conditions of this collective agreement will not apply to the co-op students. The Employer acknowledges and agrees that co-op students will not be used to displace members of the bargaining unit or reduce the hours of work of bargaining unit members.
- 4.04 The Union and the Employer agree that foster parents, registered nurses, psychologists, psychiatrists and therapists with their masters' degree are excluded from the terms and conditions of this collective agreement.
- 4.05 The Employer and the Union agree that managers or supervisors shall not perform work that is normally performed by members of the Bargaining Unit unless the manager or supervisor is:
- (a) Instructing employees in new procedures or methods;
 - (b) Demonstrating correct performance of procedures or methods;
 - (c) Training employees;
 - (d) Filing in for absences of short duration such as sickness, or breaks;
 - (e) Assisting in an emergency situation; or
 - (f) Taking a client home or on an outing with the manager or supervisor during holidays or special occasions.
- 4.06 The Union acknowledges that the Employer has and will continue to utilize the services of unpaid volunteers in the provision of services to its programs. The Union and the Employer agree that the total number of unpaid volunteers shall not exceed seven (7) at any one point in time, unless a greater number is agreed to by the Union wherein such agreement shall not be unreasonably withheld. The Union acknowledges and agrees that such work will not be considered bargaining unit work. The Employer acknowledges and agrees that the unpaid volunteers will not be used to displace members of the bargaining unit or reduce the hours of work of bargaining unit members.

Article 5 – Union Representation

- 5.01 The Employer acknowledges the right of the Union to appoint or elect a Bargaining Committee of up to five (5) members, one of whom will be the Chairperson. The Union will advise the Employer of the Union members of the Bargaining Committee. The Bargaining Committee is a separate entity from other committees and shall deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modifications of this Agreement. The Employer shall pay the regular wages, at straight time, of the Bargaining Committee for all lost time spent while engaged directly in negotiations with the Employer up to the time a Conciliation Officer has been appointed by the Ministry of Labour. For the purposes of negotiations, it shall be the Employer's responsibility to arrange for shift coverage for any affected shifts, in order to ensure the full participation of the Committee.
- 5.02 The Employer agrees to recognize up to four (4) Union Stewards. The Employer recognizes the Stewards as representing the Union and employees in processing grievances. It is understood, however, that the Employer is only normally required to deal with one (1) Union Steward at any point in time. In the event of group grievances, policy grievances, grievances involving more than one facility, and Labour Management meetings, more than one steward may be required to be in attendance. In the event that more than one steward is in attendance, one steward will be designated as the lead steward and it will be the lead steward who will be the spokesperson/contact for the matter. The Employer shall be notified by the Union, in writing, of the names of the Union Stewards and any changes made thereto.
- 5.03 When the Employer meets with an employee to discipline or discharge the employee, a Union Steward shall be present, subject to Article 5.04. The Employer will provide up to fifteen (15) minutes for the union steward and employee to meet prior to the meeting.
- 5.04 When the Employer meets with an employee to discipline the employee a Union Steward shall be present unless:
- (a) Under the circumstances supervisory intervention is immediately required. However, within a reasonable time period after the supervisory intervention, a disciplinary meeting must be subsequently held between the employee and the Employer and a Union Steward shall be present for the disciplinary meeting, or
 - (b) An employee does not want a Union Steward present when the Employer meets with the employee to discipline the employee. However, the right to union representation can only be waived, in writing, by the employee.

Union Business

- 5.05 Only upon receiving the prior consent of their Supervisor and/or Program Manager, Union Stewards may leave their work to:
- (a) Meet with management representatives for the purpose of dealing with grievances; or
 - (b) Meet with the CUPE National Representative for 30 minutes prior to a grievance meeting;
 - (c) Attend meetings called by management.
- 5.06 If the Union Steward is required to leave their work in order to attend to Union Business as provided for in paragraph 5.05 above, the Union Steward shall be compensated by the Employer at straight time for their time spent during their scheduled working hours.

Bulletin Boards

- 5.07 The Employer shall provide bulletin boards in each location for the purpose of posting notices for the Union. All such notices must be signed by proper representatives of the Union before being posted.
- 5.08 Union information may be distributed using the employees' mail folder provided that they are submitted to the Employer for approval before being distributed.

Union Information for New Employees

- 5.09 The Employer agrees that a Union Steward will be given an opportunity to meet with each new employee during regular scheduled work hours, without loss of pay, for thirty (30) minutes at sometime during the first two (2) weeks of employment for the purpose of acquainting the new employee with the duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. This meeting will be scheduled at a time that is agreed to by the Employer and the Union Steward, so as to cause the least amount of disruption to the clients of the organization.

All Employees to be Members of the Union

- 5.10 Upon ratification of this agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-law of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty days of employment.

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, telephone number (cellular number and/or home phone number, whichever the Employer has been provided), work e-mail and, if available, personal e-mail.

The list will also indicate the employee's employment status (such as full-time, part-time, temporary, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the President of the Union on a quarterly basis.

- 5.11 The Employer will provide the Union with a confidential meeting space at its Milton Day Centre premises where the Union can meet with bargaining unit members in advance of, and during, grievance, discipline and discharge meetings.

Education on the Job

- 5.12 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc. to be held at the Employer's Milton Day Centre premise, subject to availability, on a date and time acceptable to the Employer. The Union shall provide the Employer:

- (a) at least fourteen (14) calendar days notice of the intended function; and
- (b) a summary of the subject matter of the function; and

The Employer's approval for the function must be obtained prior to the function being held. The Employer will not unreasonably refuse the Union's request for the educational function. Attendance at these educational functions will be on the employee's own time and, as such, will be without pay.

- 5.13 The Union and the Employer agree that service excellence is a right expected by supported individuals and their families. The Union and the Employer further agree that appropriate and sustained ASL training is an integral part of service excellence. As such, all employees who are not proficient in ASL will be required to register for and participate in an ASL course approved by the Employer. If the employee does not successfully complete the ASL course, the employee must re-enroll in the ASL course. Upon successful completion of the course with a passing grade, the Employer will reimburse the employee for the cost of the course that is successfully completed. It is understood and agreed that all employees who are not proficient in ASL must complete, at minimum, up to and including Level 3 of approved ASL courses or equivalent.

Union Activity Leave

5.14 (a) Leaves of absence, without pay, may be granted for Union activities for two (2) employees at any given time. This leave will be available for those employees elected or appointed to represent the Union at conventions, seminars and/or meetings. Request for such leave must be made with at least four (4) weeks written notice to the Employer or such lesser time if agreeable, in writing, by the Employer. The leave will be subject to approval by the Employer and the Employer will take into account its operational needs when determining if such leave will be granted. The total number of days that may be utilized for any and all Union Activity Leave will not exceed fifteen (15) days per calendar year.

(b) In addition to Article 5.14 (a), the Union shall be entitled to send two (2) stewards to the annual weeklong Stewards Conference, without pay. Depending on the organizational needs of the Employer, the Employer may agree to increase the number of stewards who may attend the annual weeklong Stewards Conference from two (2) to three (3), without pay.

Local Union President Leave

5.15 The Local President is authorized to have eight (8) hours per month, non-cumulative, for Union Leave to attend to matters related to the operation of the Local Union without loss of seniority and service. The Employer agrees to have the Union President's normal pay continue during this time and will deduct from remittances to the Union on a quarterly basis the amount equivalent for all wages and associated burdens thereto. The Employer will provide the Union with a summary of what was deducted from the remittances on a quarterly basis. It is understood and agreed that the eight (8) hours per month will not be counted towards hours of work when calculating overtime. The Local President and Chief Executive Officer or designate will work out a schedule for such leave. The Employer will undertake to provide appropriate coverage for the President while away from their normal duties on Union business. It is further agreed that the Local Union President's leave is time allowed in addition to Articles 5.01 and 7.03.

Article 6 – Check-Off of Union Dues

Check-Off Payments

6.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

Deductions

- 6.02 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer. All deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were deducted. The Employer will include with the funds a list of the names from whose wages the deductions have been made. It is understood and agreed that the list of the names from whose wages the deductions have been made will be provided to the National Office and to the Secretary-Treasurer of the Local Union.

Dues Receipts

- 6.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

Save and Hold Harmless

- 6.04 The Union agrees to save and hold the Employer harmless and indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues, initiation fees and assessments as herein provided.

Article 7 – Labour Management Committee

- 7.01 A Labour Management Committee (“Committee”) shall be established consisting of up to three (3) representatives of the Union and three (3) representatives of Management. One of the Union Representatives to this Committee shall be a Part-Time Employee.
- 7.02 The Committee will provide a forum for on-going communication and the joint consideration of various concerns, which arise in the day-to-day activities of the employees represented by the Union. In addition, the Committee will provide a forum to discuss potential opportunities and viability of creating a new full-time position.
- 7.03 The Committee will meet once every four (4) months and more or less frequently by mutual agreement. If time away from work is required for an employee representative to attend a meeting, the employee representative must immediately inform their manager once a meeting has been scheduled. Employees attending at these meetings shall not suffer any loss of pay for time spent with this Committee.

- 7.04 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 7.05 Minutes of each meeting of the Committee shall be prepared by the Employer joint chairperson and signed by the Employer and Union joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall receive two (2) signed copies of the minutes within five (5) working days.
- 7.06 The Parties agree that service excellence is a right expected by supported individuals and their families. The parties further agree that appropriate and sustained training is an integral part of service excellence. Therefore, training shall be a standing item on the Labour Management Committee agenda.

Article 8 – Grievance Procedure

8.01 For the purposes of this Collective Agreement, a grievance is defined as a difference concerning the interpretation, application, administration, or alleged violation of this Agreement, including any discipline or discharge of seniority employees and any question as to whether the matter is arbitrable. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps.

8.02 Step 1:

An employee who has a complaint shall discuss it promptly with his/her Supervisor and/or Program Manager, or their designate with a view to prompt and fair adjustment. The Employee may be accompanied by a Union Steward. No complaint shall be considered a grievance if it is raised more than ten (10) business days after an employee became aware, or ought reasonably to have become aware, of the circumstances. The Supervisor and/or Program Manager, or their designate shall give the employee a written reply as soon as possible, but in all cases, it shall be given within seven (7) business days from the original presentation of the complaint.

Step 2:

If the decision of the Supervisor and/or Program Manager, or designate does not settle the complaint to the satisfaction of the employee, then the complaint shall be presented in writing (hereinafter referred to as a grievance) to the Chief Executive Officer or designate within seven (7) business days from the date on which the decision at Step 1 was rendered. The grievance shall specify the nature of the grievance, the article or articles of which a violation is alleged and indicate the relief sought. Within seven (7) business days of such presentation, the Chief Executive Officer or designate will meet with the Steward, the Grievor, and a representative of the Union. The answer of the Chief Executive Officer or designate

(or the Union in the case of an Employer grievance) will be delivered in writing within seven (7) business days of the meeting.

Discipline and Discharge Grievances

8.03 (a) An employee who has been discharged shall be given a reasonable opportunity to meet with his/her Union Steward before leaving the Employer's premises. If necessary, because of the circumstances giving rise to his/her discharge, an employee may be sent to meet the Union Steward at a location off of the Employer's premises.

(b) The Employer shall not discipline, discharge or suspend without cause any employee who has successfully completed their probationary period. In that event that such employee grieves a discharge or suspension, such grievance shall be submitted, in writing, within five (5) business days from the time of the discharge or suspension and shall commence at Step 2 of the grievance procedure.

Policy and/or Group Grievances

8.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees in the Union has a grievance, it may be submitted at Step 2 of the grievance procedure. Such grievances must be submitted within seven (7) business days after the incident giving rise to the grievance.

Employer Grievances

8.05 Where the Employer files a grievance, the grievance may be submitted at Step 2 of the Grievance Procedure. Such grievances must be submitted within five (5) business days after the incident giving rise to the grievance.

Time Limits

8.06 (a) The time limits in the grievance procedure are mandatory. However, the time limits referred to in the grievance procedure may be extended by mutual agreement in writing. Under no circumstance will either party withhold agreement to extend time limits if such an extension is required to arrange for ASL interpretation of a grievance meeting.

(b) The Employer and the Union shall share the cost of ASL interpretation of all grievance meetings.

Article 9 – Mediation/Arbitration

9.01 Upon exhaustion of the grievance procedure and failing settlement in Step 2 of the Grievance Procedure, prior to proceeding to Arbitration, the parties may agree

- within ten (10) calendar days of receipt of the last written disposition, to utilize the services of a Mediator for the purposes of attempting to mediate the grievance.
- 9.02 Failing settlement in the grievance procedure or the procedure outlined in 9.01 above, either party may within twenty (20) calendar days refer the matter to arbitration. A sole arbitrator will be utilized and must be mutually agreed upon by the Employer and the Union.
- 9.03 If no such written request for mediation/arbitration pursuant to sub-article 9.01 or 9.02 above is received within the time limit, then the grievance shall be deemed to have been abandoned.
- 9.04 The party requesting mediation or arbitration shall indicate in its written request three (3) names of suggested Mediators or Arbitrators.
- 9.05 Within seven (7) calendar days thereafter the other party shall answer indicating either agreement to one of the Mediators or Arbitrators or suggestions for alternate Mediators or Arbitrators.
- 9.06 If the parties are unable to agree on an Arbitrator, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 9.07 The decision of the Arbitrator shall be final, binding and enforceable on all parties, but in no event shall an Arbitrator have the power to change this Agreement, or to alter, modify or amend any of its provisions or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.08 Each of the parties hereto will share equally the expenses of the Mediator and Arbitrator and two (2) interpreters.

Time Limits

- 9.09 The time limits in the arbitration procedure are mandatory. However, the time limits referred to in the grievance procedure may be extended by mutual agreement in writing.
- 9.10 Should the parties fail to settle the grievance with the assistance of a Mediator pursuant to sub-article 9.01 above, either party may refer the matter to arbitration pursuant to section 49 of the *Labour Relations Act, 1995* within ten (10) business days of the date the parties met with the Mediator.

Article 10 – Seniority

Bargaining Unit Wide Seniority

- 10.01 Full-time seniority will be bargaining unit wide and shall mean length of continuous service in the employ of the Employer in the bargaining unit.
- 10.02 Part-time seniority will be bargaining unit wide and shall mean all hours worked in the employ of the Employer in the bargaining unit. Two thousand and eighty (2080) hours of work shall be equivalent to one year of full-time seniority.

Seniority List

- 10.03 There shall be a separate seniority list for full-time and part-time employees.
- 10.04 Seniority lists shall be maintained and posted on the Union bulletin board. The seniority lists will be updated and re-posted after the first pay period in May each year and after the first pay period in November each year.

Probationary Employee

- 10.05 All newly hired full-time employees will serve a probationary period of ninety (90) calendar days from the first day of work and will have no seniority rights during this period. If an employee is not proficient in ASL, the employee will be required to enroll in an approved ASL course during their probationary period. To be proficient in ASL, the employee must complete Level 3 of an approved ASL course or equivalent. If the employee does not successfully complete the ASL course, the employee must re-enroll in the ASL course. Upon successful completion of the course with a passing grade, the Employer will reimburse the employee for the cost of the course that is successfully completed. The Employer may extend the probationary period for an additional sixty (60) calendar day period if necessary.
- 10.06 All newly hired part-time employees will serve a probationary period of three hundred and fifty (350) hours worked from the first day of work and will have no seniority rights during this period. If an employee is not proficient in ASL, the employee will be required to enroll in an approved ASL course during the first three (3) months of employment. To be proficient in ASL, the employee must complete Level 3 of an approved ASL course or equivalent. If the employee does not successfully complete the ASL course, the employee must re-enroll in the ASL Course. Upon successful completion of the course with a passing grade, the Employer will reimburse the employee for the cost of the course that is successfully completed. The employer may extend the probationary period for an additional three hundred and fifty (350) hours worked if necessary.

- 10.07 Upon successful completion of the probationary period, a new employee will have his/her seniority adjusted accordingly ie. based on first date worked or hours of work.
- 10.08 During the probationary period an employee will be considered as being employed on a trial basis and the Employer may, in its discretion, terminate an employee when it determines that an employee is unsuitable because of conduct, quality of work, attendance or any other work-related reason.

Accumulating Seniority

10.09 Full-Time Seniority

Full-time seniority will mean an employee's length of continuous service with the Employer, maintaining and accumulating seniority while:

- (a) Actively at work for the Employer;
- (b) During a period when the employee is prevented from performing his/her work due to illness or injury arising out of or in the course of his employment for the Employer and for which he/she is receiving Workplace Safety Insurance benefits or Long Term Disability benefits;
- (c) During any period of paid or unpaid sick leave;
- (d) While on Maternity, Parental or Adoption Leave;
- (e) During the first sixty (60) days of any leave of absence.

Loss of Seniority

10.10 An employee shall lose all seniority and be deemed to be terminated if he/she:

- (a) Resigns and does not rescind his/her resignation within two (2) business days;
- (b) Retires;
- (c) Is discharged for just cause and not reinstated through the grievance procedure or arbitration procedure;
- (d) Fails to report for duty after being recalled from a lay-off in accordance with the Collective Agreement;
- (e) Is laid-off and not recalled for a period of eighteen (18) consecutive months or his/her length of seniority, whichever is less;

- (f) Is absent from work for three (3) consecutive scheduled working days without providing a reasonable explanation to the Employer;
- (g) Fails to return to work upon the expiration of a leave of absence without providing a reasonable explanation to the Employer; or
- (h) Uses a leave of absence for a purpose other than that authorized by the Employer when applying for a leave of absence.

Movement outside Bargaining Unit

10.11 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority within the bargaining unit. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of ninety (90) calendar days. In addition, the Employer shall have the right to return the employee to a position in the bargaining unit during his/her trial period. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority providing that there is a position available and such return shall not result in the layoff or bumping of an employee holding greater seniority.

Article 11 – Posting and Filling of Vacancies, Promotions and Transfers

11.01 When a permanent vacancy occurs or a new position is created in the bargaining unit, the Employer shall post notice of the position on the Union bulletin boards, and provide a copy to the Union and all employees by email. The notice shall be posted for a period of ten (10) business days.

When a temporary vacancy occurs in the bargaining unit, the Employer shall post notice of the position on the Union bulletin boards, and provide a copy to the Union and all employees by email. The notice shall be posted for a period of five (5) business days.

Such positions will contain the length of the job position (3 months, 6 months, permanent, etc.), when known. However, nothing herein limits the Employer's ability to extend or shorten the length of the job position.

11.02 In all cases, filling of vacancies, promotions and transfers shall be based on the following factors:

- (a) skill, ability and qualifications to perform the necessary requirements of the position, and

(b) seniority.

Where, in the factors outlined in (a) above are relatively equal, seniority shall govern.

- 11.03 Applicants from within the bargaining unit shall be given first consideration for the posted position but nothing herein shall preclude the Employer from posting internally and externally at the same time. No external candidates will be given consideration for the position unless there are no internal candidates who have the skill, ability and qualifications to perform the requirements of the position.
- 11.04 The Employer shall make a reasonable determination as to whether there is a vacancy resulting from the placing of the successful applicant in the position and whether there is a necessity of filling the position previously held by the successful applicant.
- 11.05 An employee who has successfully applied under this Article shall not be entitled to apply on any other posted job for six (6) months from the date of the Employee's successful bid, except for the purpose of changing from part-time employment to full-time employment; changing from full-time employment to part-time employment; or with the Employer's permission.
- 11.06 The successful applicant, and the Union, shall be notified within three (3) weeks, unless the parties mutually agree to a different time period in writing, following the end of the posting period. He/she shall be given a trial period of two (2) months for full-time employees and two hundred and fifty (250) hours for part-time employees. The Employer shall not curtail the trial period without just cause. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months in the case of a full-time employee, and two hundred and fifty (250) hours in the case of a part-time employee. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority. Any other employee promoted or transferred because of the re-arrangement shall also be returned to his/her former position, without loss of seniority.
- 11.07 (a) Any job which is vacant for thirty (30) days or less because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies shall not be deemed to be vacant for the purposes of this Article. The Employer shall make a reasonable determination regarding the necessity of filling these positions and, in turn, fill these positions at its discretion.

(b) Any job which is vacant for more than thirty (30) days because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies shall not be deemed to be vacant for the purposes of this Article. However, if the Employer reasonably determines at its discretion that the position is vacant and requires to be filled, the Employer will post the vacancy in accordance with this Article.

11.08 All job postings will include a requirement that employees are to be proficient in ASL or, if not proficient, a requirement that they will be required to register, participate and successfully complete an ASL course(s) approved by the Employer to achieve proficiency.

Article 12 – Layoffs and Recalls

12.01 In the event that a reduction of the workforce is required, the Employer agrees that lay-offs shall occur according to bargaining unit wide seniority and in reverse order of seniority provided that the employees who remain have the skill, ability and qualifications to perform the work that is available. At the time of notifying the employee as per Article 12.09, the Employer shall also notify the Union thirty (30) calendar days prior to any layoff.

12.02 In the event of lay-off the Employer will consider:

- (a) The seniority of the employee; and
- (b) The skill, abilities and qualifications of the employee to perform the required work.

Where the skill, ability and qualifications are relatively equal, seniority will be the determining factor.

12.03 It is expressly understood that part-time employees and probationary employees will be laid-off first.

12.04 Employees who are laid off shall have their names placed on a recall list. When vacancies occur, they shall be recalled in order of seniority, the person with the most seniority being recalled first provided that the employee to be recalled has the skill, ability and qualifications required to perform the work that is available.

12.05 It shall be the duty of employees on the recall list to notify the employer of any changes to their contact information.

12.06 Notice of recall shall be sent by registered mail and electronically to the last contact addresses provided by the employee.

- 12.07 An employee who has been laid off must return to work within five (5) business days of being sent the recall notice by registered mail or electronically, to the last contact address provided by the employee.
- 12.08 No new employees shall be hired while any other employee is laid off unless the employee(s) who are on layoff do not have the required skill, ability and qualifications required to perform the necessary requirements of the work that is available.
- 12.09 The Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work their regularly scheduled days or, in the case of part-time staff, their shift commitments during this notice period, the employee shall be paid for the days for which work was not made available.

Article 13 – Personnel Files, Designation of Supervisor and/or Program Manager and Discipline

Access to Personnel Files

- 13.01 An employee shall have the right to request, at any time, to have access to and review his/her personnel file. Upon receipt of the employee's request, the employee shall be entitled to review their personnel file within two (2) business days of the request. This review shall not be performed during the employees working hours. The review must be conducted at the Employer's premises and in the presence of a representative of the Employer at a time suitable to both parties within two (2) business days of making such a request unless the parties mutually agree to a different time period.
- 13.02 All disciplinary records will remain in an employees' personnel file. However, if an employee does not receive any further discipline for a period of eighteen (18) months, the prior discipline will not be relied upon by the Employer unless the prior discipline is in relation to the mistreatment of clients and/or staff.

Designation of Supervisor and/or Program Manager

- 13.03 Every employee shall be notified of the name of his/her immediate designated Supervisor and/or Program Manager. This does not relieve the employee from taking direction from other supervisors and/or managers from time to time.

Use of Demotion as Discipline

- 13.04 Demotion shall not be used as a disciplinary measure unless agreed to, in writing, between the Employer and the Union.

Article 14 – Hours of Work

Hours of Work

14.01 It is understood that nothing in this Article shall constitute a guarantee of hours per day, per week or otherwise.

14.02 Normal hours of work per week for full-time employees, with the exception of full-time overnight awake employees, will average forty (40) hours of work per week per two (2) week pay period. The normal hours of work per week for full-time overnight awake employees will average forty-four (44) hours of work per two (2) week pay period. For clarity, the two (2) week period for averaging the hours will commence on the start of the two (2) week pay cycle and end on the last day of the two (2) week pay cycle.

14.03 Normal hours of work per day for full-time employees, with the exception of full-time overnight awake employees, shall be eight (8) hours per day. The normal hours of work per shift for full-time overnight awake employees shall be eight (8) to nine (9) hours per shift depending on the needs of the program where the overnight awake employee is working.

14.04 (a) Hours of work in excess of the normal hours of work requires prior approval from a Supervisor and/or Program Manager. No employee shall be required to work outside their normal hours of work, except in emergency circumstances, without their consent.

(b) The Employer will post in the workplace all mandatory training for employees. Employees are required to attend all scheduled mandatory training unless the employee is able to provide the Employer with a reasonable explanation as to why they are unable to attend the scheduled training.

(c) If a mandatory meeting and/or mandatory training is scheduled for an employee to attend, and if the employee is not scheduled to work either immediately before or after the meeting and/or training, the employee will be paid at their regular hourly rate for the length of the meeting and/or training of three (3) hours, whichever is greater.

Exception: Overnight Asleep employees who are expected to attend a mandatory meeting and/or training will be compensated at an Overnight Awake rate. For clarity, the Overnight Awake rate will be according to the employee's placement on the wage grid.

(d) It is understood and agreed that if an employee is required to attend an investigation meeting at a time for which they are not at work, the employee will be paid at their regular hourly rate for the length of the investigation

meeting, if the investigation meeting is immediately before or after a scheduled shift. When the Employer requests an employee to attend an investigation meeting that is not attached to a scheduled shift, the employee will be paid for a minimum of three (3) hours and these hours shall not attract an overtime rate. The employee will be required to remain at work, and perform work as requested by the Employer, for a maximum of three (3) hours or until released by the Employer, whichever occurs first.

- (e) It is understood and agreed that the time spent at investigation meetings will not be included for the purposes of determining an employee's overtime entitlement pursuant to Article 14.09.

Work Schedule

14.05 (a) The hours and days of work for each employee for a calendar month shall be posted in an appropriate place at least three (3) weeks in advance. The work schedule shall not be unnecessarily altered except with the mutual consent of the Supervisor and/or Program Manager and the employee affected, except in the case of an emergency or to allow for a return from a leave of absence as provided for by this Agreement.

(b) Full-time employees shall be permitted to use their seniority to bid for the most desirable shift start time available to their classification. Once a full-time employee bids, and is awarded, a shift start time, the employee must continue with that start time for a minimum of three (3) months.

14.06 Full-Time employees shall receive at least five (5) weekends off of work in every six (6) weekends unless:

- (a) The employee agrees to work more weekends during this time period; or
- (b) The condition to work on weekends, over and above one (1) weekend in every six (6) weekends, is a stated requirement of the full-time position the employee successfully posted into.

A weekend is defined as Saturday and/or Sunday. It is understood and agreed that if a full-time employee is "on-call" for a weekend, as provided for at Article 14.18, this does not constitute "weekend" work as contemplated by this Article 14.06.

14.07 It is understood that employees will not work more than six (6) consecutive days of work except by mutual agreement, in writing, between the Employer and the Union.

Excess Hours, Overtime and Banking of Hours

- 14.08 Hours worked in excess of an employee's regular work week, after averaging as per Article 14.02, but less than forty-four (44) hours per week will not attract an overtime rate.
- 14.09 All hours worked in excess of forty-four (44) hours per week, after averaging as per Article 14.02, will be compensated at one and one-half (1 1/2) times the employee's straight time hourly rate.
- 14.10 All hours worked, after averaging as per Article 14.02, in excess of an employee's regular work week up to and including forty-four (44) hours per week may be banked by the employee at the employee's straight time hourly rate.
- 14.11 All hours worked, after averaging as per Article 14.02, in excess of forty-four (44) hours per week may be banked by the employee at the overtime rate of one and one-half (1 1/2) times the applicable wage rate.
- 14.12 For employees would like to bank hours as provided for under Article 14.10, Article 14.11, and Article 14.13, the employee may advise their Manager, via e-mail or indicate on their time sheet, prior to their shift or within twenty-four (24) hours after the conclusion of the shift to have some or all of the hours banked. Hours may only be banked if the hours were being performed on a shift where the employee is entitled to receive their regular wage rate.
- 14.13 An employee will only be entitled to bank a maximum of forty (40) hours, unless otherwise agreed to by the employee and the Employer.
- 14.14 It is understood that there will be no duplication of premiums and no pyramiding of overtime. For greater clarification, it expressly understood that only time worked shall be included for the purposes of calculating overtime.

Meal Break and Rest Period

- 14.15 Employees will be allowed one (1) thirty (30) minute meal period. The meal period shall occur at the same time as the people we support have their meals. Each employee is required to be with the people we support during this paid meal period and to provide supervision for the people we support as may be required. Where the meal is prepared with the client at the client's residence, the Employer shall pay for the employee's meal.
- 14.16 The Employer will attempt to schedule each employee two (2) fifteen (15) minute rest periods. The rest periods shall occur as close as possible to the chronological middle of the first and second halves of the shift. Scheduling of the rest period shall be done by the Supervisor and/or Program Manager having regard to client needs. The rest period shall be spent at work but away from clients. If an

employee's rest period is interrupted to deal with a client requirement, the employee will be entitled to recommence their break immediately after dealing with the client requirement. If due to unforeseen circumstances pertaining to a client's needs the employee is unable to take their fifteen (15) minute rest period(s), it is understood that these periods are not cumulative nor will they be carried over from day to day.

Call-In Pay

14.17 An employee who is called, and opts to work on a scheduled day off, or is called, and opts to return to work following completion of their full shift and having left the Employer's premises will receive payment for the greater of actual time worked or a minimum of three (3) hours. An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

On Call

14.18 (a) When an experienced employee is scheduled by their Supervisor and/or Program Manager to be "on call" on a Friday, Saturday, Sunday, or Monday the employee shall be paid two (2) hours of pay per day at straight time. When an employee is scheduled by their Supervisor and/or Program Manager to be "on call" on a Holiday (as provided for in Article 15.01), the employee shall be paid three (3) hours of pay per day at straight time. For clarity, an employee will only be entitled to either two (2) hours of call in pay or three (3) hours of call in pay, not both.

(b) It is understood that employees' on-call are required to answer their cell phone. Further, it is understood that payment for this obligation is covered by the on-call pay set out at paragraph (a) above.

(c) Employees who are "on call" will be paid their regular hourly rate at straight time for all time actually worked. Employees who are "on call" will be paid at one and one-half (1 1/2) times the employee's straight time hourly rate for all hours actually worked on a Holiday (as provided for in Article 15.01).

(d) An employee may leave his/her employment and return home when the employee has completed the work for which he/she was called and with manager approval.

(e) It is understood and agreed that if a full-time employee is "on-call" for a weekend, this does not constitute "weekend" work as contemplated by Article 14.06. No employee shall be required to be on call for more than one (1) weekend in five (5), or more than two (2) consecutive holidays or three (3) holidays in total (as provided for in Article 15.01). If an employee books vacation time such that

their vacation time includes a scheduled on-call weekend, the weekend following their vacation time will automatically be scheduled as an on-call weekend.

Permanent and Significant Reduction in Hours

14.19 If an employee's hours of work are permanently and significantly reduced, the employee and the Union will be informed in writing. The employee will have the option of electing to be reassigned to another employee's position in accordance with the following:

- (a) The employee having their hours of work permanently and significantly reduced may only elect to be reassigned to the position held by an employee with the least amount seniority, in the same job classification, with the highest number of scheduled hours;
- (b) The employee seeking to be reassigned must have the skill, ability and qualifications to perform the work of an employee with the least amount of seniority, in the same job classification, with the highest number scheduled hours;
- (c) For the purposes of this Article, "permanently and significantly reduced" will only arise where an employee's hours of work has been permanently reduced by twenty percent (20%) or more; and
- (d) The employee must advise the Employer within five (5) working days of receiving notice of the permanent and significant reduction of hours if he or she wishes to displace the less senior employee. In the event that the employee does not advise the Employer within five (5) working days, the employee will be deemed to have accepted the new hours of work.

14.20 If an employee is displaced by virtue of the process set out at sub article 14.19, the employee may elect to work the new reduced hours schedule or elect to be laid off from employment in accordance with Article 12 of the Collective Agreement. In the event that the employee elects to be laid off from employment, and if the Employer determines that the position left vacant requires to be filled, the process provided for at Article 11 of the Collective Agreement will be followed.

Picking Up Extra Shifts

14.21 Provided a full-time employee is not working an overnight asleep shift, where a full-time employee agrees to perform work outside of their regular schedule, the employee will be paid at their regular hourly wage rate. Where a full-time employee works an overnight asleep shift, the full-time employee will receive the overnight asleep hourly rate.

- (a) Following the posting of the schedule for a calendar month as per Article 14.05(a) the Employer shall notify all employees via email of any available shifts that still need to be filled. Employees shall have forty-eight (48) hours to indicate, via email, their availability to fill such shifts.
- (b) The Employer will assign such shifts following the forty-eight (48) hour time period. When assigning the shifts, the Employer will take into consideration the shifts available; hours worked by the employees; and the skill, ability and qualifications of the employee to perform the shift.
- (c) In the event it is determined that any available shifts have been assigned which results in overtime; excess hours; or conflicts with another employee's schedule, the Employer has the right to rescind the assigned available shift.
- (d) Following the forty-eight (48) hour time period, if there are any available shifts that are not filled or subsequently become available, the Employer will assign these shifts at its discretion.

14.22 Following the posting of the schedule for a calendar month as per Article 14.05(a) the Employer shall notify all employees via email of any available shifts that still need to be filled. Employees shall have forty-eight (48) hours to indicate, via email, their availability to fill such shifts. Preference will be given to Part-time/Relief employees followed by Full-time employees.

- (a) The Employer will assign such shifts following the forty-eight (48) hour time period. When assigning the shifts, the Employer will take into consideration the shifts available; hours worked by the employees; and the skill, ability and qualifications of the employee to perform the shift.
- (b) In the event it is determined that any available shifts have been assigned which results in overtime; excess hours; or conflicts with another employee's schedule, the Employer has the right to rescind the assigned available shift.
- (c) Following the forty-eight (48) hour time period, if there are any available shifts that are not filled or subsequently become available, the Employer will assign these shifts at its discretion.

14.23 (a) If an employee makes a request to the Employer to be absent from work and the request is more than two (2) weeks from the date of the shift(s) and if the Employer approves the absence, the Employer will locate, if necessary, a replacement for the affected shift(s).

(b) If an employee makes a request to the Employer to be absent from work and the request is less than two (2) weeks' from the date of the shift(s), the employee is responsible for finding a replacement and then requesting the Employer's approval for the absence. Such approval shall not be unreasonably denied.

(c) It is understood and agreed that if an employee is absent from work in accordance with Article 17.09 or Article 18, the Employer will locate, if necessary, a replacement for the affected shift.

Article 15 – Holidays

15.01 The following holidays shall be recognized:

New Year's Day	Good Friday
Family Day	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
(2) Floating Holidays*	

And any other statutory holiday proclaimed by the Federal or Provincial Government.

*The "floating holiday" will be taken at a time mutually agreed to between the Employer and the employee. One of the floating holidays is in recognition of the National Day for Truth and Reconciliation, September 30. Pay received by an employee for a "floating holiday" shall be based on the employee's regular hours worked on the date that the Employer and the employee agree will be used as the "floating holiday".

- 15.02 (a) In order to qualify for holiday pay, the employee must meet the eligibility criteria as outlined in the *Employment Standards Act, 2000*, as amended.
- (b) An employee shall not receive holiday pay for any period of time during which he/she was not receiving wages from the Employer.
- 15.03 A full-time employee required to work on a Holiday listed in this Article shall be paid at the rate of time and one half (1 1/2) their regular rate of pay for all hours worked on the holiday. In addition, the seniority full-time employee shall receive a day off with pay based on their regular rate of pay, in lieu of the Holiday, at a time mutually agreed to between the Employer and the employee, but in any event not later than one hundred and twenty (120) days after the statutory holiday.
- 15.04 All other employees who work on a Holiday shall be paid at the rate of time and one-half (1 ½) their regular rate of pay for all hours worked on the Holiday.
- 15.05 Where an employee is scheduled to work a shift where some of the hours are worked on a normal working day and some of the hours on one of the designated

holidays, the employee shall be entitled to holiday pay for those hours actually worked on the designated holiday.

- 15.06 If an employee received premium pay for working on a holiday, the hours worked shall not be taken into consideration in calculating overtime.
- 15.07 When any of the above holidays falls on a full-time employee's scheduled day off, the employee shall receive a day off with pay based on their regular hours worked, in lieu of the Holiday, at a time mutually agreed to between the Employer and the employee, but in any event not later than sixty (60) days after the holiday.

All other employees will be paid holiday pay in accordance with the *Employment Standards Act*, as amended.

- 15.08 An employee is not entitled to work on the "floating holiday". If an employee works on the day that was mutually agreed to between the Employer and the employee as the "floating holiday", the Employer and the employee will agree to another date that will be designated as the "floating holiday". For clarity, it is understood that Article 15.03 does not apply to the "floating holiday".

Article 16 – Vacation

- 16.01 For the purposes of this Article with respect to full-time employees:
- (a) Vacation time will be taken during the calendar year; and
 - (b) Vacation pay and vacation time will be earned bi-weekly based on the employee's service anniversary date in accordance with Article 16.02.
- 16.02 Full-time employees shall receive an annual vacation, with pay, in accordance with the employee's years of employment with the Employer as follows:
- (a) Employees with less than one (1) year of seniority, two (2) work weeks with vacation pay based on four percent (4%) of gross earnings (excluding any vacation paid);
 - (b) One (1) year seniority but less than five (5) years of seniority, three (3) work weeks with vacation pay based on six percent (6%) of gross earnings (excluding any vacation paid);
 - (c) Five (5) years of seniority but less than thirteen (13) years seniority, four (4) work weeks with vacation pay based on eight percent (8%) of gross earnings (excluding any vacation paid);

- (d) Thirteen (13) years of seniority but less than twenty-five (25) years seniority, five (5) work weeks with vacation pay based on ten percent (10%) of gross earnings (excluding any vacation paid);
 - (e) Twenty-five (25) years of seniority and each year thereafter, six (6) work weeks with vacation pay based on twelve percent (12%) of gross earnings (excluding any vacation paid).
- 16.03 It is expressly understood that an employee who is actively at work may utilize unearned vacation credits with the prior express approval of the Employer, should the employment of the employee with the Employer be severed for any reason and should the employee have used unearned vacation credits the Employer may deduct unearned credits from any pay owing to the employee. When an employee's employment with the Employer is terminated, the employee will receive any vacation pay earned but not yet paid out.
- 16.04 If a holiday falls, as contemplated at Article 15, during an employee's vacation period, he/she shall be allowed an additional vacation day at a time mutually agreed to between the employee and the Employer.
- 16.05 All employees, other than full-time employees, shall receive:
- (a) Vacation pay at the rate of:
 - (i) Four percent (4%) on all hours worked for those employees with less than five (5) years of service; or
 - (ii) Six percent (6%) on all hours worked for those employees with five (5) or more years of service.
 - (b) Vacation time in accordance with the *Employment Standards Act, 2000*, as amended.
- 16.06 The Employer will post a list of available vacation periods by November 1st of each calendar year so that employees may select their vacation period for the upcoming calendar year. Employees will be required to submit their choice of vacation period to the Employer by November 15th. Subject to Article 16.08 the Employer will post an approval list of awards no later than November 30th of each calendar year and will provide a copy of this approval list to the Union.
- 16.07 The Employer may reasonably limit the number of employees on vacation at any one point in time in order to ensure that client needs are met. However, it is expressly understood that once the vacation schedule is posted it cannot be altered unless mutually agreed upon in writing by the Employer and the employee.
- 16.08 Vacation dates will be allocated in order of seniority within each program where the employees work. Notwithstanding the foregoing, at the time of vacation approvals as per Article 16.06, employees will be granted a maximum of three (3) weeks' vacation within each program. Once all employees have been granted

initial vacation approval, seniority will prevail for any vacation requests beyond three (3) weeks.

- 16.09 In accordance with Article 16.06, on November 30th of each calendar year the Employer will post what vacation time has been awarded to employees. Any employees who still have vacation entitlement following the approval process set out at Article 16.06 must submit their choice of additional vacation time for the upcoming calendar year on or before December 8th of each calendar year. The Employer will post an updated approval list of vacation no later than December 22nd of each calendar year and will provide a copy of this approval list to the Union. Any vacation time requests received after December 8th will be awarded at the Employer's discretion on a first come first served basis.
- 16.10 An employee who fails to select their vacation dates in accordance with Article 16.06 and/or Article 16.09 above by September 1st of the calendar year that vacation time is being taken, the employee will be allocated vacation dates by the Employer from those dates that are available after all other employees have been awarded their vacation.
- 16.11 a) Any unused accrued vacation time as of December 31, 2020 will be carried over into 2021. The unused accrued vacation time from 2020 that has been carried over into 2021 must be used by December 31, 2021. On or before April 1, 2021, the Employer will advise employees, in writing, as to what accrued unused vacation time they will have at the end of December 31, 2020.
- b) As of January 1, 2021 onwards, vacation time must be taken during the calendar year in which it is earned. It is understood and agreed that there is no carry-over of an employee's vacation credits to another calendar year except in exceptional circumstances and with the manager's approval in writing.
- 16.12 No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, he/she shall be paid at one and one-half times (1 & ½) their regular hourly rate of pay plus one vacation day off for each day in which work was performed.

Article 17 – Sick Leave and Illness

- 17.01 Upon completion of the probationary period, sick leave credits shall accumulate at the rate of eight (8) hours for each completed month of employment for full-time employees. The yearly maximum of sick leave credits accrued is ninety-six (96) hours.
- 17.02 Sick leave credits will not accumulate while a full-time employee is on a prolonged leave (more than 30 consecutive calendar days).

- 17.03 Accumulated sick leave credits will be carried over from calendar year to calendar year. However, the maximum accumulation of sick leave credits is six hundred and eighty (680) hours. Full-time employees who have reached the maximum of six hundred and eighty (680) hours of sick leave credits will only accrue additional sick leave credits to maintain the maximum six hundred and eighty (680) hours.
- 17.04 There is, and shall be, no financial conversion for unused sick leave credits. For clarity, sick leave credits are not paid out under any circumstance including, but not limited to, cessation of employment or retirement.
- 17.05 A deduction shall be made from accumulated sick leave for all regularly scheduled full-time hours absent for sick leave. For clarity, the deduction from the full-time employee's accumulated sick leave shall be equivalent to the number of regularly scheduled full-time hours for which the employee was absent for sick leave.
- 17.06 Sick leave credits are to be used for legitimate illness or accident only. Where no one at home other than the employee can provide for the needs during illness of an immediate member of his/her family, an employee shall be entitled, after notifying his/her Supervisor and/or Program Manager, to use a maximum of three (3) accumulated sick leave days to care for the member of the family who is ill. This leave shall qualify as Emergency Leave under the *Employment Standards Act*.
- 17.07 An employee who is going to be late or absent because of illness or accident must notify his/her Supervisor and/or Program Manager at least four (4) hours, or as soon as it is reasonably practicable under the circumstances, before the employee's scheduled starting time.
- 17.08 If an employee notifies the Employer that they are going to be absent due to illness or accident, the Employer will locate, if necessary, a replacement.
- 17.09 (a) An employee may be required to produce a certificate from a qualified medical practitioner for an illness of three (3) days or more certifying that the employee was unable to carry out his/her duties due to illness. The Employer may require an employee to produce a certificate from a qualified medical practitioner for an illness which is shorter than three (3) days provided it is reasonable in the circumstances.
- (b) The Employer agrees that it will reimburse up to thirty dollars (\$30.00) per certificate, to a maximum of three (3) certificates, per calendar year (i.e. January to December) per employee. For clarity, if an employee is required to obtain more than three-(3) certificates, the cost for these additional certificates will be borne by the employee.

17.10 Duty to Accommodate:

The Employer, Union and employees recognize they all have obligations regarding accommodation pursuant to the Ontario *Human Rights Code* and, therefore, agree on the following protocol for addressing accommodation requests:

1. When the Employer receives a request for accommodation from an employee, the Employer will immediately notify the President of the Union, via email, of the request. The Employer agrees to copy the Union National Servicing Representative on this email communication.
2. If the Employer requires any documentation/information from the employee in regards to the required accommodation, the Employer will promptly specific to the employee what documentation/information is required.
3. The Employer, Union and employee will meet within five (5) days of the requested accommodation, or at another time agreeable by the parties. The parties will thereafter fulfill each of their respective responsibilities to achieve an appropriate accommodation, if required.

Article 18 – Leave of Absence

Family Responsibility Leave

18.01 Family Responsibility Leave will be granted in accordance with the *Employment Standards Act*, as amended.

18.02 All full-time employees who are entitled to Family Responsibility Leave in accordance with Article 18.01 are entitled to five (5) Family Responsibility Leave days, without pay unless otherwise stipulated in this agreement, per calendar year to deal with medical and family issues. The Employer will be responsible to find a replacement to cover the shift. Employees may request payment of banked time to cover such Family Responsibility Leave.

18.03 Any and all leaves provided for under the *Employment Standards Act, 2000*, as amended from time to time, will be granted in accordance with the *Act* unless a greater right or benefit exists under this Collective Agreement, then this Collective Agreement shall prevail.

Bereavement Leave

18.04 In the event of the death in the “immediate family” of an employee, the employee shall be entitled, upon request, up to five (5) days leave without loss of regular pay up to and including the day after the funeral or such other time as approved

by the Employer. Immediate family includes the employee's spouse, common-law partner, same-sex partner, mother, father, son, daughter, brother, sister, and fiancé.

In the event of the death of the in-laws, grandparents or grandchildren of an employee, the employee shall be entitled, upon request, up to three (3) days leave without loss of regular pay up to and including the day after the funeral or such other time as approved by the Employer.

- 18.05 In the event of the death in the "close family" of an employee, the employee shall be entitled, upon request, up to one (1) day leave without loss of regular pay up to and including the day of the funeral. Close family includes aunt, uncle, niece, nephew, former guardian, ward or any other relative residing in the same household or for whom an employee is required to administer bereavement responsibilities.
- 18.06 Bereavement leave and pay shall be available only to ensure that an employee will not lose pay for days when he/she was regularly scheduled to work.
- 18.07 If an employee is a pall-bearer at a funeral, the employee will be granted a one day leave of absence. Notwithstanding the fact that an employee will be granted a one (1) day leave of absence to attend as a pall-bearer at a funeral, the employee will only be entitled to receive one-half (1/2) day of pay, based on their regular wage rate, for the day's leave of absence.

If an employee requests a leave of absence to attend a funeral, the Employer will reasonably consider all requests. If the request is granted, the leave of absence to attend the funeral will be for one-half day and will be without pay.

- 18.08 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request in writing, may grant additional bereavement leave without pay.
- 18.09 Where a full-time employee is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a witness, the employee shall be paid the difference between the amount paid for such service and the employee's regular pay, based on his/her regularly scheduled work week, for a period not to exceed four (4) weeks, subject to the following provisions:
- (a) Employees must notify the Employer within one (1) working day after receipt of notice of selection for jury duty or subpoena as witness;
 - (b) An employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court must report for work if a reasonable period of time remains to be worked in his/her shift; and

- (c) In order to be eligible for such payments, the employee must furnish a proper statement from the proper public official showing the dates and times served and the amount of pay received.

18.10 Job Related Witness Duty

- (a) If an employee, on a scheduled work day, is subpoenaed as a witness to court for a job related matter, the Employer will pay the employee for all time spent as a witness as part of his/her regular work day. The employee is expected to return to work once he/she is released as a witness if a reasonable period of time remains to be worked in his/her shift.
- (b) If an employee, on his/her day off, is subpoenaed as a witness to court for a job related matter, he/she will be compensated by being given the equivalent time off on a scheduled day provided he/she provides proof and notification to the Employer as soon as he/she is notified of his/her requirement to attend.

Pregnancy and Parental Leave

- 18.11 Employees shall be entitled to Pregnancy and Parental leaves, without pay, in accordance with the *Employment Standards Act*, as amended.
- 18.12 The Employer agrees to continue its contributions to benefit premium coverage as outlined in this Agreement for an employee granted leave under Article 18.11 unless the employee gives the employer written notice that he/she does not intend to pay his/her contributions.
- 18.13 The employee who has taken a leave of absence as outlined under Article 18.11 shall be reinstated upon the end of the leave to the position most recently held with the Employer, if it still exists, or to a comparable one, if does not exist.
- 18.14 During the term of a pregnancy an employee shall be allowed up to two (2) days leave, without pay, for prenatal preventive medical care. However, an employee will be entitled to use their sick leave credits, as provided for in Article 17, for this leave. The Employer and the employee agree that time for this leave will be mutually agreed to between the Employer and the employee in writing. Request for this leave must be made at least two (2) weeks before the requested leave. On request, employees will be required to show proof of the above care.
- 18.15 Employees shall be entitled to leave, without pay, for the purposes of adoption in accordance with the *Employment Standards Act*, as amended.

Education Leave

- 18.16 All full-time employees who have been employed for at least one (1) year of employment may be entitled to take an educational leave for the purpose of improving their skills in relation to their employment with the Employer.
- 18.17 The educational leave will be without pay. Subject to the agreement of the insurance carrier and prior to the employee taking the educational leave of absence, the employee agrees to pay and pays both the Employer and the employee's portion for continued health and welfare benefit coverage (100% of the premiums), benefits will be provided during this leave of absence in accordance with the contract of insurance between the Employer and the insurance carrier. However, it is understood and agreed that under no circumstances will long-term disability (LTD) be continued during the leave. In the event that the employee does not provide the Employer with the premium costs prior to their leave of absence as provided for in this Article 18.17, benefits will be terminated.
- 18.18 An employee will not accrue seniority while on education leave. For clarity, an employee will retain their seniority while away on education leave. Upon return from education leave, an employee shall be placed in a position equivalent to that which he/she held prior to the education leave, subject to the layoff/recall article of this Collective Agreement.
- 18.19 All educational leaves of absence are at the discretion of, and must be approved by, the Chief Executive Officer or designate in writing. Such approval will not be unreasonably withheld provided that the educational leave requested is for the purpose of improving the employee's skills in relation to their employment with the Employer.
- 18.20 Where the Employer requires an employee to take any course or attend any conference, the Employer agrees to pay all costs reasonably associated with the course. These costs shall be discussed and agreed upon between the Employer and the employee prior to attendance at the course or conference.

Time Off for Elections

- 18.21 Every employee who is qualified to vote, while the polls are open on polling day at an election, is entitled to have three (3) consecutive hours for the purpose of voting and, if the hours of the employee's schedule does not allow for three (3) consecutive hours, the employee may request that the Employer allow such additional time, with pay, for voting as may be necessary to provide these three (3) consecutive hours and the Employer will grant the request.

General Leave of Absence

- 18.22 A full-time employee who has been employed by the Employer for at least two (2) years shall be entitled to a leave of absence, without pay, for up to six (6) months. The employee may request up to six (6) additional months for their leave of absence and the granting of such extension will be at the sole discretion of the Chief Executive Officer or designate.
- 18.23 Subject to the agreement of the insurance carrier and prior to the employee taking the general leave of absence, the employee agrees to pay and pays both the Employer and the employee's portion for continued health and welfare benefit coverage (100% of the premiums), benefits will be provided during this leave of absence in accordance with the contract of insurance between the Employer and the insurance carrier. Notwithstanding the foregoing, it is understood that an employee will not be permitted to continue their benefit coverage for more than six (6) months. Accordingly, if a general leave of absence of a duration longer than six (6) months is granted in accordance with Article 18.22, the employee's benefits will cease after six (6) months of the general leave of absence. Further, the employee will be required to serve a two (2) month waiting period upon their return to work from the general leave of absence before they will be entitled to participate in the benefits.

It is understood and agreed that, regardless of the length of the general leave of absence, under no circumstances will long-term disability (LTD) be continued during the leave.

In the event that the employee does not provide the Employer with the premium costs prior to their leave of absence as provided for in this Article 18.23, benefits will be terminated.

- 18.24 All requests for a general leave of absence must be made in writing to the Employer and at least forty-five (45) calendar days prior to the commencement of the requested leave. The request must contain the requested date for the commencement of the leave of absence, the date of the employee's return from the leave of absence and the reason for the requested leave of absence. Provided that the employee provides a good and sufficient reason for the requested leave of absence, the Employer agrees to not unreasonably withhold permission for this leave of absence. A leave of absence will only be granted to an employee for the purpose of working elsewhere if the Employer determines, unilaterally, that the experience will be beneficial for the purposes of the employee's employment with the Employer.

Article 19 – Payment of Wages and Expenses

19.01 Employees shall be paid in accordance with the wage and classification schedule attached hereto as Schedule “A”, forming part of this Collective Agreement.

19.02 (a) For the purposes of initial placement of a newly hired full-time or part-time employee on the wage grid, such employee may make a claim, within ninety (90) days following the successful completion of probation, in writing, for the recognition of related education and/or experience after the end of the employee’s probationary period. The employee shall co-operate with the employer by providing verification of such education and/or experience.

The Employer shall have sixty (60) days to assess the applicability of the employee’s previous education and/or experience and where such education and/or experience is acceptable; the Employer shall place the employee at an appropriate level on the wage grid no later than sixty (60) days after the employee’s claim was submitted to the Employer. If as a result of this assessment the employee progresses upwards on the wage grid, the employee’s entitlement to the new level on the wage grid commences on the date that the employee is placed at the new rate.

(b) For those employees who acquire additional related education during their employment with the Employer, the employee may make a claim, in writing, for the recognition of the related education. The employee shall co-operate with the Employer by providing verification of such education.

The Employer shall assess the applicability of the education and where such education is acceptable; the Employer shall place the employee at an appropriate level on the wage grid.

(c) The Employer agrees to notify the Union upon the placement of any employee in accordance with this Article.

19.03 (a) Employees will be paid by direct deposit into their specified bank account on alternate Fridays. On each pay day, each employee shall be provided with an itemized statement of his/her hours of work, wages, overtime, deductions, sick hours, accrued bank time, banked stat time and premiums, if any.

(b) Where a payroll error has occurred in excess of one hundred and forty (\$140.00) dollars for which the Employer is responsible and such error has been verified by the payroll department, upon request an employee may obtain payment of the monies owing by way of separate cheque, within five (5) business days of the date the error was brought to the attention of the Employer.

19.04 It is understood that all statutory deductions required by law will be made from all payments provided to employees in accordance with this Collective Agreement.

19.05 Full-time employees who have a seniority date which is six (6) years or greater with the Employer or part-time employees who have worked greater than 12,480 hours will receive a payment of one percent (1%) of the employees' gross earnings per pay period.

19.06 An employee assigned temporarily by management to perform the full duties of a higher paid position, with the exception of the Intervenor and Child Youth Worker positions, for more than one (1) complete shift consecutively assigned or more than three (3) shifts in any two (2) week period, shall receive the pay for all hours worked in the higher position in excess of the one shift.

Upon the employee's return to their former position, the employee's pay will be returned to their former rate.

With respect to the positions of Intervenor and Child Youth Worker, the full duties of these positions can only be performed by those employees with the requisite certification and/or diploma or equivalency. As such, when an employee without the requisite qualifications performs work on a shift where an Intervenor or Child Youth Worker is usually assigned, the employee will be performing the duties of a Direct Support Professional.

19.07 (a) An employee who is temporarily transferred to another position to perform relief work in order to meet the Company's operational requirements and the regular rate is less than that which the employee is receiving, the employee shall retain his/her regular rate. However, it is understood and agreed that this sub-article 19.07(a) does not apply to those employees temporarily transferred, or otherwise transferred, to any of the overnight positions.

(b) If the Company requires an employee to be temporarily transferred from their regular position, to meet the Company's operational requirements, where the temporarily transferred position's regular rate is less than that which the employee is receiving, the employee shall retain his/her former rate.

19.08 If an employee is working in the position of Overnight Asleep and they are required to be woken up in order to assist the Overnight Awake employee, the Overnight Asleep employee will be paid the Overnight Awake wage rate for the amount of time that they are required to assist the Overnight Awake employee.

19.09 (a) If an employee is required to use his/her own automobile for the Employer's business, the employee shall be reimbursed at the rate of fifty-one cents (\$0.51) per kilometre. As of January 1, 2023, the employee shall be reimbursed at the rate of fifty-five cents (\$0.55) per kilometre. This reimbursement is non-taxable. All travel shall be submitted on the employee's time sheet, which is submitted to the Employer on a bi-weekly basis. The Employer will not reimburse for any travel that is submitted more than thirty (30) days from the date of travel.

- (b) With prior written approval from a Manager, employees who regularly transport persons supported in personal vehicles as part of their job responsibilities will be compensated up to a maximum of One Hundred dollars (\$100.00) per year for additional insurance premiums they incur. This payment will only be provided upon satisfactory proof of coverage and will only be provided to reimburse the difference in insurance premiums required for an employee to obtain the necessary coverage to provide transportation to the persons they support.
 - (c) The Employer shall indicate on all job postings where use of a personal vehicle may be required. If it is the expectation of the Employer that employees may be required to transport staff and/or clients in their personal vehicles as a condition of employment, this requirement shall be included on the job posting.
- 19.10 Those employees who are required by the Employer to have a cellular telephone or electronic device will be provided with a cellular telephone or electronic device by the Employer.
- 19.11 An employee handling cash shall not be responsible for shortages, except in the case of criminal negligence.
- 19.12 Upon ratification part-time employees will receive a payment in the amount of two (2%) of their hourly wage rate for all hours worked in lieu of benefits as outlined at Article 20. This payment shall be made on each pay.

Article 20 – Employee Benefit Plans

- 20.01 This Article only applies to eligible full-time employees of the Employer.
- 20.02 Full-time employees are not entitled to the employee benefits provided in this Article and will not receive any benefit from any such plan until they have successfully completed their probationary period as provided for at Article 10.05.
- 20.03 It is expressly understood that the obligation of the Employer and, where applicable, the employee, is to make benefit premium payments where required and this Article shall not be considered a guarantee of benefits. In all cases the terms of the specific insurance plan shall govern. Further, entitlement to the benefits referred to in this Article shall be determined by the carrier(s) in accordance with the terms and conditions of the plan(s).
- 20.04 Access to benefits, outlined in this Article, and all Employer contribution payments for such benefits shall cease immediately when an employee has been terminated, resigned, laid off from employment, or on strike or lockout.

- 20.05 The Employer reserves the right to substitute carriers for any of the said benefits available to employees provided that the benefits are comparable to or better than the benefits presently provided under Bob Rumball Canadian Centre of Excellence for the Deaf Plan 29323 – Division 003 - Class 004 or equivalent and the Long Term Disability Plan for Bob Rumball Canadian Centre of Excellence for the Deaf Plan 56U90 or equivalent. Notwithstanding the foregoing, the Employer will add to its benefit plan coverage for hearing aid batteries. Specifically, coverage for hearing aid batteries at the rate of \$25.00 per month provided a receipt for the hearing aid batteries is submitted by the employee to the Insurance Carrier.
- 20.06 The benefit plan shall provide at a minimum, the following benefits: \$350 per paramedical practitioner per calendar year, \$300 vision care benefit every twenty-four (24) months.

Life Insurance, Accidental Death and Dismemberment Insurance and Long Term Disability Insurance

- 20.07 The Employer shall continue to make Life Insurance, Accidental Death and Dismemberment Insurance, and Long Term Disability Insurance available to eligible employees. The employees are required to pay one hundred percent (100%) of the full cost of the premiums, factoring in any increases/decreases, of this benefit through payroll deductions.
- 20.08 Participation in this program is a condition of employment.

Extended Health Care Benefits, Prescription Drugs and Dental Care Benefits

- 20.09 The Employer agrees to pay one hundred percent (100%) of the cost of the premiums for the extended health care benefits, prescription drugs and dental care benefits program for all eligible employees for the duration of the Collective Agreement.
- 20.10 Participation in this program is a condition of employment.
- 20.11 All employees shall be covered by the *Workplace Safety and Insurance Act*. Under this *Act*, the Employer agrees to participate as a Schedule 1 employer.
- 20.12 The Employer agrees to comply with its obligations pursuant to the *Workplace Safety and Insurance Act*.

Article 21 – Health and Safety

- 21.01 The Employer and the Union agree that they mutually desire to maintain high standards of health and safety for the employee in order to prevent injury and illness.
- 21.02 The Employer and the employees agree to abide by the provisions of the *Occupational Health and Safety Act*.
- 21.03 A Joint Health and Safety Committee shall be established which is composed of an equal number of bargaining unit employees and Employer representatives, but with a minimum of two (2) and a maximum of three (3) employee representatives and an equal number of Employer representatives. The Joint Health and Safety Committee shall hold meetings, at a minimum, once every other month for joint considering, monitoring, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be given to each member of the Joint Health and Safety Committee.
- 21.04 Time spent by members of the Joint Health and Safety Committee in the course of their duties shall be considered as time worked and shall be paid for at his/her regular rate of pay.
- 21.05 The Employer shall provide the members of the Joint Health and Safety Committee with the Accident/Incident Investigation report, police reports, WSIB Form 7 and/or inspector orders of every accident, incident, or occurrence that resulted in an injury to an employee, near miss to an employee or lost time for an employee that occurred at the worksite in the previous month(s). The Employer is not required to provide the Joint Health and Safety Committee with confidential medical information for any employee without their consent, in writing.
- 21.06 An employee who is injured during working hours and is required to leave for treatment as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- 21.07 Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.
- 21.08 Members of the Health and Safety Committee shall conduct an inspection of part of the workplace at least once per month and ensuring that the entire workplace has been inspected annually. No restriction shall be placed on this inspection. In the event of an accident, an incident or an occupational health problem that resulted in an injury to an employee, near miss to an employee or lost time for an

employee a union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

- 21.09 In conducting an investigation arising pursuant to Article 21.08, Union or Management health and safety advisors or consultants shall be provided access to the workplace for the purpose of investigating accidents, incidents, or unsafe conditions provided that at least two (2) members of the Committee request the assistance of an advisor or consultant.
- 21.10 Union or Management health and safety advisors or consultants shall be provided access to the workplace to attend Health and Safety Committee meetings subject to fourteen (14) days advance notice, a list of the issues the advisor/consultant will be addressing provided in advance, and availability of an ASL interpreter.
- 21.11 For the purposes of Article 21, the Union and the Employer agree that any alterations, amendments or additions to the form entitled "Accident/Incident Investigation Report" will only be made if a majority of the Joint Health and Safety Committee agrees to the alteration, amendment or addition.

Article 22 - No Other Agreements

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

Article 23 - Right of Fair Representation

- 23.01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's Milton Day Centre premises in order to meet with the Employer. Upon requesting and receiving consent of the Employer, such representative(s) / advisor(s) shall have access to other locations as required.

Article 24 – Correspondence

- 24.01 (a) All correspondence between the Union and the Employer, arising out of this agreement, shall pass to and from the Recording Secretary of the Union with a copy to the CUPE National Representative or to the CUPE National Representative with a copy to the Recording Secretary.

(b) Discipline and discharge correspondence that is given to an employee by the Employer shall be copied to the Recording Secretary of the Union and the CUPE National Representative.

24.02 The Employer shall give the Union thirty (30) days notice of the date, time and location of the Annual General Meeting of its Board of Directors and provide to the Union a copy of the Annual Reports forty-eight (48) hours in advance of the meeting.

Article 25 – No Strikes or Lock-Outs

25.01 The Union agrees that during the life of this Agreement neither the Union or any employee shall take part in or call or encourage any strike, picketing, slowdown or any suspension of or stoppage or interference with work or production, either complete or partial, which shall in any way affect the operations of the Employer and there shall not be any sympathy strikes. The Employer agrees that during the life of this Agreement it will not engage in any lock-out of employees.

25.02 The words “strike” and “lock-out” have the meaning attributed to them in the interpretation section of the Ontario *Labour Relations Act*.

25.03 An employee shall have the right of peaceful protest and/or free speech provided that it does not, in any way, affect the operations of the Employer as provided for in Article 25.01 or adversely affect the clients of the Employer.

25.04 An employee shall have the right to respect the protocols of any picket line that they are required to cross in the performance of their duties on behalf of the Employer. When an employee expresses a reasonable concern for his/her safety, the Employer will make every reasonable effort to provide safe access to work during picketing involving other employees/ employers at the location.

Article 26 – Copies of the Agreement

26.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall use all reasonable efforts to have sufficient copies of the agreement printed in booklet form within thirty (30) days of signing. One half of the cost of printing shall be billed back to the Union.

Article 27 – General

27.01 Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

27.02 If the Employer has non-mandatory training and conferences available, the Employer will communicate training opportunities to all staff via email.

Article 28 – Definitions

28.01 “Full-time employees” are those employees who are regularly scheduled for greater than thirty (30) hours per week.

28.02 “Part-time employees” are those employees who are regularly scheduled for thirty (30) hours per week or less.

28.03 “Relief employees” are those employees who are not regularly scheduled for work but who are called in for work on an as needed basis. “Part-time employees” and “Full-time employees” may, from time to time, perform work as a Relief employee. It is understood that a “Part-time employee” will not change status regardless of the number of relief hours the “Part-time employee” performs, from time to time, above their regular scheduled hours.

Article 29 – Duration

29.01 This Agreement shall be for the period from January 31, 2022 through to January 30, 2025 and from year to year thereafter, subject to the right of either party to the Collective Agreement, not more than ninety (90) days immediately preceding the date of expiry of this Collective Agreement, to provide written notice to require the other party to the Collective Agreement to commence collective bargaining.

Dated this 10 day of July, 2023.



Chief Executive Officer or Designate
on behalf of the Employer



Jaime Zackary (Jul 7, 2023 16:45 EDT)

On behalf of the Union



Jane Hooley (Jul 13, 2023 16:13 EDT)

On behalf of the Board of Directors
of the Employer

“

CUPE National Representative

Letter of Understanding #1

Between:

Canadian Union of Public Employees and its Local 4763
(hereinafter referred to as the "Union")

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf
(hereinafter referred to as the "Employer")

The Union and the Employer agree that the Employer may engage the services of up to, and including, six (6) sign language teachers for up to, and including, eight (8) hours per week per teacher.

Provided that the sign language teachers do not perform work in excess of eight (8) hours per week, the Union and the Employer agree that the sign language teachers are not required to become members of the Union, and further, are excluded from the terms and conditions of this Collective Agreement.

It is understood and agreed that the eight (8) hours of work per week is in relation to classroom teaching and does not include preparation time.

The Employer will give preference to those sign language teachers who are deaf ASL sign language teachers.

Dated this 10 day of July, 2023.

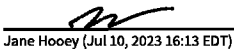


Chief Executive Officer or Designate
on behalf of the Employer



Jaime Zackary (Jul 7, 2023 16:45 EDT)

On behalf of the Union



Jane Hooley (Jul 10, 2023 16:13 EDT)

On behalf of the Board of Directors
of the Employer



CUPE National Representative

Letter of Understanding #2

Between:

Canadian Union of Public Employees and its Local 4763
(hereinafter referred to as the "Union")

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf
(hereinafter referred to as the "Employer")

Re: Funds Available for Wages

The Employer agrees that should any additional funds become available from the Ministry of Children, Community and Social Services which are attributed to compensation of the bargaining unit, the Employer will meet with the Union to discuss the distribution of the funds to the members of the bargaining unit.

Dated this 10 day of July, 2023.




Chief Executive Officer or Designate
on behalf of the Employer



Jaime Zackary (Jul 7, 2023 16:45 EDT)

On behalf of the Union



Jane Hooley (Jul 10, 2023 16:13 EDT)
On behalf of the Board of Directors
of the Employer

CUPE National Representative

Letter of Understanding #3

Between:

Canadian Union of Public Employees and its Local 4763
(hereinafter referred to as the "Union")

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf
(hereinafter referred to as the "Employer")

Re: Summer Camp and Overnight Away

The Union and the Employer agree that the following terms and conditions will be applied to bargaining unit employees as it pertains to their time with clients at Summer Camp and Overnights Away.

Summer Camp

1. When it is determined that there will be client(s) attending summer camp, a sign-up sheet will be posted in the workplace.
2. The sign-up sheet will be posted in the workplace for seven (7) calendar days.
3. Employees interested in volunteering to work for the posted Summer Camp are to place their name on the sign-up sheet within the seven (7) calendar day time period.
4. Employees will be selected for Summer Camp based on their seniority, provided they have the skills, abilities and qualifications to perform the work that will be required at the Summer Camp.
5. In the event an insufficient number of qualified employees sign up for Summer Camp, the full-time employee(s) with the least amount of seniority, who is (are) qualified (as provided for at paragraph 4 above), will be required to attend and work at Summer Camp.
6. Employees attending Summer Camp will be provided all their meals while on site at the Summer Camp and will be given transportation from the Milton Day Centre to Summer Camp and from Summer Camp to the Milton Day Centre. If an employee is required by the Employer to use their personal vehicle for transportation to and from Summer Camp, or while at Summer Camp, then the employee will be reimbursed in accordance with Article 19.09 of the Collective Agreement.

7. While at Summer Camp, the employees will work on a shift rotation of sixteen (16) hours on and eight (8) hours off. While an employee is working, they will be paid at their regular hourly rate as per the Collective Agreement.
8. When an employee is on their “off” time, the employee will not be required to work, unless an emergency situation arises where their assistance is required. Notwithstanding this fact, employees are required to remain on the Summer Camp’s premises for the entire time the clients they are responsible for are at camp and remain “on call” for this time period.
9. When an employee is on their “off time” at Summer Camp, the employee will be compensated with a lump sum payment of \$100.00, less statutory required deductions. This lump sum payment will apply regardless if an employee is required to assist with an emergency situation.
10. It is understood and agreed that Article 14 of the Collective Agreement will not apply to the time spent by bargaining unit employees while at Summer Camp. Further, it is understood and agreed that the payment of a flat rate for employees, as provided for in paragraph 9 above, during their “off” time will represent any and all monies owing to an employee for any possible overtime worked while at Summer Camp.

Overnight Away

11. If a bargaining unit employee is required to spend a night(s) away with a client, which has been approved by their Supervisor and/or Program Manager, or their designate, the bargaining unit employee will be paid at their regular hourly rate as per the Collective Agreement.
12. For the overnight time period (9pm to 7am), the bargaining unit employee will be paid a flat rate of \$100.00, less statutory required deductions.
13. The Employer will cover the cost of the hotel room, if required, at a hotel that has been approved by the Employer.
14. While the bargaining unit employee is required to be away with a client and a meal and/or groceries are not provided, the Employer will reimburse the employee for meal costs incurred at the following rates, which are inclusive of applicable tax and gratuities:
 - a. Breakfast – up to \$8.00
 - b. Lunch – up to \$12.00
 - c. Supper – up to \$17.00

15. The employee must provide the meal receipt to the Employer for reimbursement. Under no circumstances shall alcohol be consumed and, accordingly, under no circumstances will the Employer reimburse for alcoholic beverages.

Dated this 10 day of July, 2023.



Chief Executive Officer or Designate
on behalf of the Employer



On behalf of the Union



Jane Hooley (Jul 10, 2023 16:13 EDT)

On behalf of the Board of Directors
of the Employer



CUPE National Representative

Letter of Understanding #4

Between:

Canadian Union of Public Employees and its Local 4763
(hereinafter referred to as the "Union")

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf
(hereinafter referred to as the "Employer")

Re: Relief Employees

The Union and the Employer agree that Relief Employees are required on an as needed basis. As such, and in order to determine availability, Relief Employees are required to provide the Employer with their availability on a monthly basis.

Specifically, Relief Employees must provide the Employer with times and dates that they are available to work by the last Friday of the month for the following month. In addition, it is the responsibility of the Relief Employee to provide their current contact information to management.

A Relief Employee who is not on an approved leave of absence; who has been offered five (5) shifts through shift shark/shift bid from the available dates provided by the employee; and has not accepted and performed work over a consecutive four (4) month period shall lose his/her seniority and his/her employment will be deemed to have been terminated.

For the purposes of this Letter of Understanding, it is understood and agreed that attendance at mandatory training is not deemed to be shifts worked and, therefore, does not factor in the above requirements of relief work.

Dated this 10 day of July, 2023.

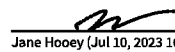


Chief Executive Officer or Designate
on behalf of the Employer



JaMario Zackary (Jul 7, 2023 16:45 EDT)

On behalf of the Union



Jane Hooley (Jul 10, 2023 16:13 EDT)

On behalf of the Board of Directors



CUPE National Representative

Letter of Understanding #5

Between:

Canadian Union of Public Employees and its Local 4763
(hereinafter referred to as the "Union")

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf
(hereinafter referred to as the "Employer")

1. **ASL Proficiency:** The Parties agree that service excellence is a right expected by supported individuals and their families. The parties further agree appropriate and sustained training is an integral part of service excellence. Therefore, ASL proficiency for employees shall be a standing item on the Labour Management Committee Agenda.
2. **Workload:** The Parties agree that workload is an issue that arises within the workplace. Therefore, workload issues shall be a standing item on the Labour Management Committee.

Dated this 10 day of July, 2023.



Chief Executive Officer or Designate
on behalf of the Employer

JaMario Zackary

On behalf of the Union



Jane Hooley (Jul 10, 2023 16:13 EDT)

On behalf of the Board of Directors



CUPE National Representative

Letter of Understanding #6

Between:

Canadian Union of Public Employees and its Local 4763
(hereinafter referred to as the "Union")

- and -

Bob Rumball Canadian Centre of Excellence for the Deaf
(hereinafter referred to as the "Employer")

In order to provide clients of BRCCED with job readiness and to provide them an opportunity to prepare for the possibility of employment in the community, BRCCED may provide its clients with skill learning opportunities. During these opportunities, BRCCED will employ the clients to assist with such development.

If BRCCED employs a client for the above purpose, the Union and BRCCED agree that the client will not fall within the bargaining unit.

It is understood and agreed that clients will not be utilized to displace members of the bargaining unit or reduce the hours of work of bargaining unit members.

Dated this 10 day of July, 2023.



Chief Executive Officer or Designate
on behalf of the Employer



Jane Hooey (Jul 10, 2023 16:13 EDT)

On behalf of the Board of Directors



James Zackary (Jul 7, 2023 16:45 EDT)

On behalf of the Union

CUPE National Representative

Schedule "A"

Effective Upon Ratification

Level	1	2	3	4	5	6
Seniority (years/hours)	start	1yr/2080 hrs	2yrs/4160	3yrs/6240 hrs	4yrs/8320 hrs	5yrs/10400
Direct Support Professional FT	23.15	23.67	24.16	24.69	25.18	25.70
Direct Support Professional PT	20.61	21.12	21.66	22.19	22.72	23.77
Direct Support Professional Team Leader	23.74	24.32	24.90	25.75	26.59	27.21
Direct Support Professional Program Leader	23.74	24.32	24.90	25.75	26.59	27.21
Overnight Awake FT	21.67	22.19	22.72	23.24	24.03	24.40
Overnight Awake PT	19.82	20.07	20.35	20.61	21.12	21.67
Overnight Asleep	18.41	18.41	18.41	18.41	18.41	18.41
Direct Support Professional Intervenor FT	24.60	25.16	26.19	26.71	27.21	27.72
Direct Support Professional Intervenor PT	22.05	22.65	23.69	24.20	24.74	25.80
Child and Youth Worker - Residential	25.62	26.18	26.74	27.31	27.91	28.51
Child and Youth Worker - PAH	22.54	23.08	23.64	24.19	24.79	25.15
Maintenance	20.17	20.71	21.23	21.76	22.28	22.81

Note: Employees currently receiving an hourly wage rate that is higher than the applicable wage rate set out above will be red-circled (held) at their current wage rate until the grid increases to match or exceed their current rate.

Note: Years applies to full-time employees only and hours applies to part-time employees only.

April 1, 2023

Level	1	2	3	4	5	6
Seniority (years/hours)	start	1yr/2080 hrs	2yrs/4160	3yrs/6240 hrs	4yrs/8320 hrs	5yrs/10400
Direct Support Professional FT	23.79	24.32	24.82	25.37	25.87	26.41
Direct Support Professional PT	21.18	21.70	22.26	22.80	23.34	24.42
Direct Support Professional Team Leader	24.39	24.99	25.58	26.46	27.32	27.96
Direct Support Professional Program Leader	24.39	24.99	25.58	26.46	27.32	27.96
Overnight Awake FT	22.27	22.80	23.34	23.88	24.69	25.07
Overnight Awake PT	20.37	20.62	20.91	21.18	21.70	22.27
Overnight Asleep	18.92	18.92	18.92	18.92	18.92	18.92
Direct Support Professional Intervenor FT	25.28	25.85	26.91	27.44	27.96	28.48
Direct Support Professional Intervenor PT	22.66	23.27	24.34	24.87	25.42	26.51
Child and Youth Worker - Residential	26.32	26.90	27.48	28.06	28.68	29.29
Child and Youth Worker - PAH	23.16	23.71	24.29	24.86	25.47	25.84
Maintenance	20.72	21.28	21.81	22.36	22.89	23.44

Note: Employees currently receiving an hourly wage rate that is higher than the applicable wage rate set out above will be red-circled (held) at their current wage rate until the grid increases to match or exceed their current rate.

Note: Years applies to full-time employees only and hours applies to part-time employees only.

April 1, 2024

Level	1	2	3	4	5	6
Seniority (years/hours)	start	1yr/2080 hrs	2yrs/4160	3yrs/6240 hrs	4yrs/8320 hrs	5yrs/10400
Direct Support Professional FT	24.44	24.99	25.50	26.07	26.58	27.14
Direct Support Professional PT	21.76	22.30	22.87	23.43	23.98	25.09
Direct Support Professional Team Leader	25.06	25.68	26.28	27.19	28.07	28.73
Direct Support Professional Program Leader	25.06	25.68	26.28	27.19	28.07	28.73
Overnight Awake FT	22.88	23.43	23.98	24.54	25.37	25.76
Overnight Awake PT	20.93	21.19	21.49	21.76	22.30	22.88
Overnight Asleep	19.44	19.44	19.44	19.44	19.44	19.44
Direct Support Professional Intervenor FT	25.98	26.56	27.65	28.19	28.73	29.26
Direct Support Professional Intervenor PT	23.28	23.91	25.01	25.55	26.12	27.24
Child and Youth Worker - Residential	27.04	27.64	28.24	28.83	29.47	30.10
Child and Youth Worker - PAH	23.80	24.36	24.96	25.54	26.17	26.55
Maintenance	21.29	21.87	22.41	22.97	23.52	24.08

Note: Employees currently receiving an hourly wage rate that is higher than the applicable wage rate set out above will be red-circled (held) at their current wage rate until the grid increases to match or exceed their current rate.

Note: Years applies to full-time employees only and hours applies to part-time employees only.

Pay Equity

1. Whereas the Employer has been advised by the Union that it may commence a complaint/application in relation to pay equity.

2. And whereas the Employer recognizes that it is the right of the Union to make a complaint/application to the Pay Equity Commission regarding the pay equity plan in place.
3. It is the position of the Employer that a proper pay equity plan is in place; pay equity has been achieved; and pay equity has been properly maintained.
4. It is also the position of the Employer that a change in circumstance has not occurred as the result of the Union being certified to represent a unit of employees of the Employer.
5. As such, and for practical reasons, if the Union proceeds with a complaint/application to the Pay Equity Commission and/or the
6. Pay Equity Hearings Tribunal and it is determined that a change in circumstance has occurred and/or that the Pay Equity Plan in place is improper and/or requires amendment and if it is determined that pay equity has not been achieved, the parties hereby agree to attribute the lump sum monies being paid to its employees pursuant to the “lump sum payment” Memorandum of Agreement to the years 2005, 2006, 2007, 2008, 2012, 2013, 2014 and 2015 to comply with the pay equity obligations, if any, of the Employer.
7. The parties agree that the \$1.90 wage increase that was effective April 1, 2009 was inclusive of any of the Employer’s pay equity obligations, if any for the years 2009, 2010 and 2011.
8. Further, the parties hereby agree that the \$0.50 wage increase effective April 1, 2014 and the \$0.50 wage increase effective April 1, 2015 is inclusive of any of the Employer’s pay equity obligations, if any, for the years 2014 and 2015.
9. In addition, the parties hereby agree that the \$1.00 wage increase effective April 1, 2016 is inclusive of any of the Employer’s pay equity obligations, if any, for the years 2016 and 2017. Further, the parties hereby agree that the \$0.25 wage increase effective April 1, 2017, February 1, 2018 and July 1, 2018 are inclusive of any of the employer’s pay equity obligations, if any, for the year 2017 and 2018.