

# **COLLECTIVE AGREEMENT**

**(FULL-TIME & PART TIME)**

BETWEEN:

**BETHESDA COMMUNITY SERVICES INC.**

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

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2977**

(HEREINAFTER REFERRED TO AS THE UNION)

**APRIL 1<sup>ST</sup>, 2024 TO MARCH 31<sup>ST</sup>, 2026**

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE 1 – PURPOSE .....</b>	<b>3</b>
<b>ARTICLE 2 – RECOGNITION .....</b>	<b>3</b>
<b>ARTICLE 3 – MANAGEMENT RIGHTS .....</b>	<b>4</b>
<b>ARTICLE 4 – NO DISCRIMINATION/HARASSMENT .....</b>	<b>5</b>
<b>ARTICLE 5 – HEALTH AND SAFETY .....</b>	<b>5</b>
<b>ARTICLE 6 – DEFINITION OF EMPLOYEES.....</b>	<b>11</b>
<b>ARTICLE 7 – NO STRIKE – NO LOCK-OUT .....</b>	<b>13</b>
<b>ARTICLE 8 – CLASSIFICATION OF EMPLOYEES .....</b>	<b>13</b>
<b>ARTICLE 9 – UNION SECURITY .....</b>	<b>14</b>
<b>ARTICLE 10 – EMPLOYEE REPRESENTATIVES AND UNION COMMITTEES .....</b>	<b>15</b>
<b>ARTICLE 11 – SENIORITY .....</b>	<b>17</b>
<b>ARTICLE 12 – JOB POSTINGS.....</b>	<b>19</b>
<b>ARTICLE 13 – TRANSFERS.....</b>	<b>20</b>
<b>ARTICLE 14 – DISCHARGE AND LAY-OFF .....</b>	<b>20</b>
<b>ARTICLE 15 – LEAVE OF ABSENCE .....</b>	<b>22</b>
<b>ARTICLE 16 – COMPASSIONATE LEAVE .....</b>	<b>23</b>
<b>ARTICLE 17 – PREGNANCY/PARENTAL/ADOPTION LEAVE .....</b>	<b>24</b>
<b>ARTICLE 18- PARENTAL/ADOPTION LEAVE.....</b>	<b>25</b>
<b>ARTICLE 19 – WORKPLACE SAFETY AND INSURANCE BOARD (W.S.I.B.) .....</b>	<b>26</b>
<b>ARTICLE 20 – JURY DUTY AND COURT ATTENDANCE .....</b>	<b>26</b>
<b>ARTICLE 21 – HOURS OF WORK.....</b>	<b>27</b>
<b>ARTICLE 22 – LATENESS DUE TO WEATHER OR CAR TROUBLE.....</b>	<b>29</b>
<b>ARTICLE 23 – SCHEDULE POSTINGS.....</b>	<b>29</b>
<b>ARTICLE 24 – OVERTIME PAY AND TIME OWING .....</b>	<b>29</b>
<b>ARTICLE 25 – DOCTOR’S APPOINTMENTS.....</b>	<b>30</b>
<b>ARTICLE 26 – PAID HOLIDAYS.....</b>	<b>31</b>
<b>ARTICLE 27 – CLIENT VACATION DAYS .....</b>	<b>32</b>
<b>ARTICLE 28 – VACATIONS.....</b>	<b>32</b>
<b>ARTICLE 29 – BENEFITS .....</b>	<b>34</b>
<b>ARTICLE 30 – SHORT TERM INCOME PROTECTION DUE TO ILLNESS.....</b>	<b>35</b>

	<u>Page</u>
<b>ARTICLE 31 – PENSION PLAN</b> .....	<b>36</b>
<b>ARTICLE 32 – GRIEVANCE PROCEDURE</b> .....	<b>37</b>
<b>ARTICLE 33 – UNION GRIEVANCE</b> .....	<b>39</b>
<b>ARTICLE 34 – AMENDMENTS TO AGREEMENT</b> .....	<b>39</b>
<b>ARTICLE 35 – SALARY GRID</b> .....	<b>39</b>
<b>ARTICLE 36 – TERM OF AGREEMENT</b> .....	<b>40</b>
<b>ARTICLE 37 – JOB DESCRIPTIONS</b> .....	<b>40</b>
<b>ARTICLE 38 – LICENSING FEES AND TRADE CERTIFICATES</b> .....	<b>40</b>
<b>ARTICLE 39 – MISCELLANEOUS</b> .....	<b>40</b>
<b>ARTICLE 40 – BEHAVIOURAL COUNSELLOR</b> .....	<b>41</b>
<b>LETTER OF UNDERSTANDING</b> .....	<b>44</b>
RE: GOVERNMENT LOBBYING.....	44
<b>LETTER OF UNDERSTANDING</b> .....	<b>45</b>
RE: JOINT JOB EVALUATION PLAN (JJEP) .....	45
<b>LETTER OF UNDERSTANDING</b> .....	<b>46</b>
RE: INCREASED FUNDING .....	46
<b>LETTER OF UNDERSTANDING</b> .....	<b>47</b>
RE: PART-TIME WEEKEND POSITIONS.....	47

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## COLLECTIVE AGREEMENT

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

(3950 Fly Road (Bethesda Community Services Inc.); 2350 Victoria Avenue (Victoria House & Apartment); 2528 Moote Road (Moote Road); 3945 and 3947 Twenty Third Street (23<sup>rd</sup> Street North and South); 3920 Fly Road (Willow Heights); 3910 Fly Road (Quarry Ridge), and any other work location within the Municipalities of Lincoln and Vineland, Ontario.)

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2977

(Hereinafter referred to as the "Union")

### ARTICLE 1 – PURPOSE

- 1.01 The Employer, Bethesda Community Services Inc., and the Union have entered into this agreement for the purpose of recording terms and conditions of employment, resulting from collective bargaining which are to be observed by the Parties hereto. It is the desire of the Parties to maintain a harmonious relationship, to settle all differences in an amicable manner as herein provided, and to work together to achieve the most efficient operation of safety and health for the employees.
- 1.02 The Parties recognize and acknowledge that Bethesda Community Inc. is located on the traditional territories of the Anishinaabe, Ojibway/Chippewa and Haudenosaunee peoples. This territory is covered by the Upper Canada Treaties.

### ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees while they are employed at Bethesda save and except all managerial staff, supervisors, persons above rank of supervisor, registered nurses, office and clerical staff and employees covered under other collective agreements.
- 2.02 The term "Employee" or "Employees" whenever hereinafter used shall mean only persons coming within the bargaining unit as defined above unless the context indicates otherwise. Contract Personnel shall be those employees who are hired under a government make work program for which the Employer gets a subsidy from the Municipal, Provincial, or Federal Government.
- 2.03 All reference to gender specific language (he, she) has been replaced with gender neutral language.

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

2.05 No Other Agreements

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

2.06 The parties understand that Bethesda does not control the receipt of Passport funding or how Passport funding is utilized. When Passport funding is utilized by an individual client Bethesda will encourage that individual and/or individual's family/substitute decision maker to utilize Bethesda bargaining unit staff to receive the services secured with the Passport funding. However, it is agreed and acknowledged that the ultimate decision on the use of Passport funding is beyond the control of Bethesda. Where the client/family member/substitute decision maker elects to receive supports normally provided by members of the bargaining unit from non-Bethesda staff, Bethesda will discourage said supports from taking place on Bethesda's property. Notwithstanding the foregoing, the parties acknowledge that the ultimate decision is not within the control of Bethesda.

However, where Passport funding has been directed by the individual and/or individuals family/substitute decision maker to make up a portion of Bethesda operating budget, where Bethesda has complete care and control of the Passport funds, Bethesda will ensure that services provided by non-Bethesda staff will be conducted off of Bethesda property with the exception of work not normally provided by members of the bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Subject to the provisions of this Agreement, the management and the operations of Bethesda Community Services Inc. and the direction of the working forces is and shall remain exclusively the right of the Employer. The Employer retains all rights and privileges which are not specifically relinquished by the present Agreement.

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

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

3.03 The Union further recognizes the right of the Employer to operate and manage Bethesda Community Services Inc. in all respects in accordance with its responsibilities. In addition, the location of its places of employment, hours of opening, the methods, processes and means of performing the various operations, are exclusively the right and responsibility of the Employer. The Union recognizes the right of the Employer to make and alter from time

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to time, reasonable policies, and procedures to be observed by the employees, provided they are not inconsistent with the provisions of the agreement or government regulations.

- 3.04 The Union reserves the right to seek clarification of any policy changes affecting its members.
- 3.05 Demotion will not be used as a disciplinary measure.
- 3.06 Neither the Union nor Management shall exercise its rights in a manner which is inconsistent with the specific terms of this Collective Agreement.

#### ARTICLE 4 – NO DISCRIMINATION/HARASSMENT

- 4.01 There shall be no discrimination on the part of the Employer or the Union by reason of any protected grounds as outlined under the Ontario Human Rights Code. It is understood that discrimination which is as a result of a reasonable and bona fide requirement, qualification or factor because of the nature of the employment is not prohibited.

The parties agree not to discriminate with respect to employment pursuant to the Ontario Human Rights Code.

Complaints by members of the bargaining unit of alleged harassment for the above reasons will be handled with all possible confidentiality by a joint committee consisting of the Union Steward and the Operations Director, or Delegate. An employee who harasses for the above reasons shall be subject to discipline by the Employer.

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

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

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

#### ARTICLE 5 – HEALTH AND SAFETY

The Employer will make reasonable provisions for the safety and health of its employees during the course of their employment. It is agreed that both the Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to comply with all duties and responsibilities under the Occupational Health and Safety Act and Regulations as may be amended from time to time.

##### 5.01 Joint Health and Safety Committee

- a) The Employer and Union agree to establish a Joint Health and Safety Committee. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the Local Union.

- b) All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to employees including but not limited to, policy, and/or training recommendations, which will be forwarded to the Employer.
- c) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfill its functions. In addition, the Employer will provide the Committee with all accident reports, occupational health, and safety reports and test results in its possession. The Committee shall respect the confidentiality of the information.
- d) In workplaces with fewer than twenty (20) employees the Union shall select at least one (1) bargaining unit member to act as Health and Safety Representative (HSR). The health and safety representative shall have all the powers and responsibilities entitled to a Health and Safety Representative as stipulated under the Act.
- e) In addition, a Health and Safety Representative shall have the power to:
  - (i) identify situations that may be a source of danger or hazard to employees;
  - (ii) make recommendations to the employer and the workers for the improvement of the health and safety of employees; and
  - (iii) recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of employees.
- f) It is agreed that two (2) CUPE members (where applicable) of the Joint Health and Safety Committee shall be trained and maintain certification. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense and will be considered as time worked with no loss of wages. In addition to the foregoing, the Employer agrees the Union may provide Certification training, at the Unions expense, to all Union Health and Safety Representatives and union members on the JHSC.
- g) A member of a committee, or Health and Safety Representative where no committee exists, is entitled to:
  - (i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
  - (ii) such time as is necessary to attend meetings of the committee; and
  - (iii) such time as is necessary to carry out the member's duties.
- h) A member of a committee shall be deemed to be at work during the times described in Article 21 and the member's employer shall pay the member for those times at the member's regular or premium rate of pay, in accordance with the collective agreement.

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- i) While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.
  - j) The Employer shall meet with the Health and Safety Representatives from each location on a quarterly basis to discuss workplace health and safety concerns.

#### 5.02 Notice

- a) Where a worker is killed or critically injured (as defined by Ontario Regulation 834), the Employer shall immediately notify the JHSC, HSR if any, and the trade union of the occurrence, and will follow up the notification with a report within 48 hours.
- b) Where a worker is injured, requires medical attention or is unable to perform their usual work, the Employer shall provide a report of the occurrence to the JHSC, HSR if any, and the trade union with 4 days of the occurrence.
- c) The report made under a) or b) shall contain the name and contact information of the person killed or critically injured, the nature and circumstances of the occurrence and of the bodily injury sustained, a description of the machinery, equipment or thing involved, if any, the name and contact information of witnesses and the steps taken to prevent a reoccurrence.
- d) The information provided by the Employer under a), b) or c) shall be kept confidential.

#### 5.03 Hazard/Risk Assessment

The Employer shall assess the hazards/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. This assessment will be done with input from the Joint Health and Safety Committee or Health and Safety Representative. Where no committee or Health and Safety Representative exists, a member designated by the Local Union shall be consulted. The parties must take into account the circumstances of the workplace and circumstances common to similar workplaces.

Results of the assessment shall be provided in writing to the Joint Health and Safety Committee, Health and Safety Representative where no committee or Health and Safety Representative exists, the Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma. Assessment results shall also consider violence and harassment from all sources.

Further, if the employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the worker.

Hazard/risk assessments must address the risks and conditions specific to the worker's workplace or site. It is understood as a requirement of taking individuals served into the

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community that for some locations it may not be possible for management to perform a hazard/risk assessment prior to visiting that location.

Prior to an outing an employee with a concern regarding the safety of an outing may address it with their immediate supervisor or a designated alternate supervisor. An appropriate safety plan may be put in place if one does not already exist and either party (staff or immediate supervisor) indicates that one is necessary.

#### 5.04 Reassessments

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

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

#### 5.05 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- i. Provide and maintain a safe and healthy workplace;
- ii. Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- iii. Comply with all duties and responsibilities under all applicable legislation including, the Occupational Health and Safety Act as may be amended from time to time.

#### 5.06 Training

The Employer, in consultation with the Health and Safety Committee or the Health and Safety Representative or where no JHSC or Representative exists, the Local Union, will ensure educational programs and training deemed appropriate by the employer to protect workers is undertaken. The Employer agrees appropriate training and information on the prevention of violence and harassment will be provided to all employees who come into contact with potentially aggressive persons. Such training will be provided during the orientation period and updated for all employees on an annual basis. Training will be treated as time worked and employees will be paid their rate as per the collective agreement excluding initial training.

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### 5.07 Definition of Violence

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

Harassment is behavior that is known or ought to be known to be unwelcome.

Racial harassment is when the unwelcome behavior is related to race-based grounds under the code. Racial harassment means that someone is bothering you, threatening you, or treating you unfairly because of your perceived race, colour, ancestry, place of origin, ethnic origin, creed, or citizenship. It may also be based on a combination of any of these characteristics.

### 5.08 Support and Counseling

The Employer and the Union recognize that, where preventative measures have failed to prevent abusive/violent or traumatic incidents, counseling and support shall be made available to help employees recover from such incidents. This support shall include, but not be limited to, debriefing sessions and workplace accommodations. Critical incident stress debriefing and post traumatic counseling shall be available for any employee who has experienced or witnessed any incident of workplace violence. The provisions outlined in this article will be provided as determined necessary by the employer.

### 5.09 No Discrimination or Reprisals

The Employer agrees that there shall be no discrimination or reprisals exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of their assigned work (provided the employee has not incited the violence by acting improperly).

No employer or person acting on behalf of an employer shall:

- dismiss or threaten to dismiss a worker;
- discipline or suspend or threaten to discipline or suspend a worker;
- impose any penalty upon a worker; or
- intimidate or coerce a worker,

because the worker has acted in compliance with the OHSA or the regulations or has complied with a workplace health and safety policy or program that requires a worker to file a report.

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#### 5.10 Provision of Information

The Employer agrees to provide information, instruction, and supervision, related to a risk of workplace violence and harassment, about a person with a history of harassing or violent behavior when:

The worker is likely to encounter the person in the course of their duties, and  
The risk of violence is likely to expose a worker to injury.

In particular, the employer shall:

- i. advise a worker of the existence of any potential or actual danger to the health or safety of the worker of which the supervisor is aware;
- ii. provide a worker with written instructions as to the measures and procedures to be taken for protection of the worker; and
- iii. take every precaution reasonable in the circumstances for the protection of a worker.

#### 5.11 Safety Footwear/Uniforms

It is further recognized and agreed that the employer may require certain employees to wear designated safety apparel to promote safety in their work setting. Two hundred (\$200.00) per person per year shall be paid to by Bethesda to Developmental Centre staff towards the purchase of safety shoes (if a health and safety requirement). Five hundred (\$500.00) per person per year shall be paid by Bethesda to the Maintenance Department staff towards the purchase of safety shoes, safety boots and seasonally appropriate clothing used to support health and safety requirements. One hundred and thirty dollars (\$130.00) per person per year shall be paid by Bethesda to Recreation Staff towards the purchase of swimwear (if required to perform duties of position). Reimbursement will be granted upon submission of an official receipt. Should the employee fail to successfully complete their probationary period, they will be required to reimburse the Employer in their final pay.

#### 5.12 Work Refusal

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

#### 5.13 Property Loss

The employer will compensate an employee for loss of personal property including clothing and watches in the event such property is destroyed by a resident while the employee is performing their regular duties. Damage relating to client behavior for prescription eyeglasses must be made through WSIB and the appropriate forms must be completed within the required timelines. The damage will be assessed by the employer based on the original purchase price of the property less an amount to reflect depreciation of the property. The employer will not compensate an employee for damage to personal property which the

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employee, in the employer's opinion, reasonably should not have allowed the resident to have access, including any property of value.

The Employer will compensate maintenance employees for loss of personal property including clothing, in the same manner as outlined above for Residential staff, in the event such property is destroyed while the employee is performing their regular duties. The Employer reserves the right to investigate the events leading up to the destruction of personal property and it is agreed that should the destruction be as a result of the employees' failure to operate in a safe or appropriate manner compensation associated with damaged personal property may be withheld.

#### 5.14 Injury and Transportation

- a) An employee who is injured or traumatized during working hours and is required to leave for treatment or is sent home for such incident shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave.
- b) An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident. Staff must make every effort to schedule these appointments outside of regular work hours.
- c) Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital as a result of a workplace incident shall be at the expense of the Employer. Transportation cost will be limited to \$50.00 and will only be paid for the day of the incident as long as no other transportation was available.

#### 5.15 CUPE National Representative

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

### ARTICLE 6 – DEFINITION OF EMPLOYEES

- 6.01
  - a) Permanent Full-Time Employees - are those employees who have completed their probationary period and regularly work fifty-six (56) hours or more in a bi-weekly period.
  - b) Part-Time Employees – are those employees who have completed their probationary period and regularly work up to fifty-six (56) hours or less in a bi-weekly period.
- 6.02 Probationary Period Full-time Employees – Full-time employees are those employees taken on merit on a probationary basis with the prospect, if their services are found satisfactory, to be accorded permanent employee status. A full-time employee will be considered probationary for the first:
  - (a) Three (3) months in Service Departments (Maintenance, Food Services, Housekeeping, Laundry). Probationary period may be extended upon mutual agreement between the Employer and the Union.

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- (b) Seven (7) months in Residential Life and the Developmental Services Department. Probationary period may be extended upon mutual agreement between the Employer and the Union.
  - (c) Upon completion of the probationary period an employee shall be credited with seniority for all hours working in the probationary period.

It is agreed that dismissal or lay-off of an employee during the initial probationary period shall be at the sole discretion of the Employer and shall not be made the subject of a grievance.

#### Probationary period Part-time Employees -

Part-time Probationary Employees – are those individuals taken on merit on a probationary basis with the prospect, if their services are found satisfactory, to be accorded permanent employee status. An employee will be considered probationary for the first:

- (a) Five hundred and twenty (520) hours in Service Departments (Maintenance, Food Services, Housekeeping, Laundry).
- (b) One thousand, one hundred and twenty (1,120) hours in Residential Life and the Developmental Services Department.

Upon completion of the probationary period, part-time employees shall be credited with seniority for all hours worked during the part-time probationary employment.

It is agreed that dismissal or lay-off of an employee during the initial probationary period shall be at the sole discretion of the Employer and shall not be made the subject of a grievance.

### 6.03 Temporary Employee

Employees may be hired for a specific term not to exceed eighteen (18) months, to replace an employee who will be on approved leave of absence due to WSIB disability, sick leave, long term disability, perform a special non-recurring task or for any other reason as determined by the employer. This term may be extended a further six (6) months on mutual agreement of the union, employee, and the employer or by the employer on its own up to twenty-four (24) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave, though it is agreed that the temporary employee may start prior to the departure of the employee they are replacing for the purposes of training for the temporary position. The release or discharge of such persons shall not be the subject of a grievance or arbitration. These employees would not be considered as part of the full-time bargaining unit.

This clause would not preclude such employees from using the job posting process. Successful applicants who have completed their probationary period will be credited with the appropriate seniority.

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

Any posted contract positions shall specify the number of hours in a biweekly period. Details regarding scheduling practices as they pertain to weekends and shifts shall be discussed during the interview process.

#### 6.04 Temporary Vacancy

A temporary vacancy is a position that is open for a specific term, not to exceed eighteen (18) months, to replace an employee who will be on an approved leave of absence such as a pregnancy/parental leave, personal leave, WSIB disability, sick leave, or long-term disability or any other reason as determined by the employer. The period of employment of such persons will not exceed the absentee's leave, though it is agreed that the temporary employee may start prior to the departure of the employee they are replacing for the purposes of training for the temporary position. A temporary vacancy may also be a position that is available for a special non-recurring task for a finite length of time not to exceed eighteen (18) months in duration.

The term of a temporary vacancy may be extended beyond the original eighteen (18) months on mutual agreement of the union and the employer or by the employer on its own up to twenty-four (24) months where the leave of the person being replaced extends that far.

### ARTICLE 7 – NO STRIKE – NO LOCK-OUT

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

### ARTICLE 8 – CLASSIFICATION OF EMPLOYEES

8.01 An employee who alleges that their position is improperly classified, may discuss their claim with supporting educational evidence with their Supervisor/Department Head, who will bring a recommendation to the Chief Administrative Officer or their designate. The employee, if not satisfied with the subsequent ruling, has the right to grieve as recourse.

8.02 When a new job classification, which is covered by the terms of this agreement, is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same.

If the Union challenges the rate within fifteen (15) days of receiving notice from the Employer, they shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. If the parties are unable to reach agreement, the Union may submit the dispute to arbitration in accordance with Article 32 of this Agreement within fifteen (15) days of the meeting. Only the rate shall be subject to negotiation or arbitration, and it shall be determined in relationship only to the other rates within Bethesda Community Services. Unless and until otherwise determined by an arbitrator, the rate set by the Employer shall govern.

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Notwithstanding the above if the employee is a full-time employee covered by the JJE Plan, the employee shall apply to the JJEC for re-evaluation and allow this committee to re-evaluate their complaint before any grievance can be filed.

#### ARTICLE 9 – UNION SECURITY

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

On the first working day the Employer agrees to deduct from the pay of all employees covered by this Agreement, an amount specified in writing by the Union as being the amount of its regular dues and a onetime one-dollar (\$1) initiation fee in accordance with the Union Constitution and/or By-laws. Such deductions are to be made each pay period.

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

The Employer agrees to remit such monies monthly, within 15 days of collection to the authorized officers of the Union, as specified in writing, addressed to the Treasurer. The employer agrees to provide the Union, at the same time as the monthly remittance is made, a list of the names of employees from whom deductions were made, the amount of regular wages earned in the period and the amount of the dues deducted in the period for each employee from whom deductions were made.

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

9.02 The Employer agrees that when preparing the employee's Income Tax Form T-4, it will include therein the amount of Union Dues paid by the employee for that year.

9.03 (a) An employee shall have reasonable access to their personnel file for the purpose of reviewing their personnel record in the presence of a representative of the Employer and if they so choose a representative of the Union. The employee shall provide the Employer with reasonable notice of their desire to see the file. The access shall be during regular office hours and shall not be during the regular shift of the employee seeking access.

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

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

(b) A disciplinary notation, warning in writing or adverse notation shall be removed from an employee's record after a period of eighteen (18) months in which they have not

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received any further warnings or notations on the same matter except in the case of proven client abuse, workplace violence/harassment or theft.

9.04 When an employee is required to attend a meeting with the Employer's Representative the employee shall be entitled to have, at their request, a Representative of the union attend the meeting. If the employee chooses to decline Union representation the employer will provide a release form that the employee will sign, and a copy will be provided to the Union.

9.05 Communications

A copy of all correspondence and all communications between the parties, or from, or to a member of the union, arising out of this agreement or incidental thereto, shall be forwarded to the President of CUPE Local 2977 electronically.

9.06 Bethesda will Provide the President of CUPE Local 2977 or their designate their contact information (including name, address, phone number and, if available, personal email addresses) of any newly hired CUPE employees within four (4) days of said acceptance of a CUPE position. CUPE will be able to attend the new hire orientation and be provided with a maximum of twenty (20) minutes to Orientate new employees. CUPE will endeavour to utilize CUPE representative that minimize travel time and time away from the CUPE representative's area of work. The Employer will notify CUPE of additional dates, changes to schedules dates/times or cancellations as soon as possible.

ARTICLE 10 – EMPLOYEE REPRESENTATIVES AND UNION COMMITTEES

10.01 The Employer agrees to recognize Executive Officers of not more than five (5) employees and twelve (12) union stewards. These employees shall also act as representatives who may assist any employee in presentation of a grievance, in any discipline or investigatory meeting and will in addition act as a negotiating committee of four (4) employees.

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

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

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

- (i) such business must be between the Union and the Employer;
- (ii) the time shall be devoted to the prompt handling of the Union business;
- (iii) the employee concerned shall obtain the permission of their supervisor before leaving their work, provided that such permission shall not be unreasonably withheld;

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- (iv) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.
  - (v) Bethesda will endeavour to provide CUPE with thirty-six (36) hours notice of all meetings requiring CUPE representation including providing contact information of the employee attending. It is understood that employees must keep their contact information up to date with the employer, and furthermore, that the employer will only be responsible to provide the contact information that they have on file. Bethesda will be required to ensure adequate workplace coverage for all union representatives; union representatives selected by CUPE will be at work during meetings, if possible and will continue to be paid by Bethesda. The meeting time provided by Bethesda will not be altered, by either party, other than in extenuating circumstances. Bethesda will endeavor to provide CUPE with at least twenty-four (24) hours of notice of a change of physical building location or a time of meeting. In the event that twenty-four (24) hours of notice is not possible, a meeting will not take place until such time as a CUPE representative can attend.
  - (vi) All meetings will be held in an appropriate meeting room, when available. If there are no rooms available and there are no confidential space the meeting shall be rescheduled. Meetings may be held virtually or by conference call at the discretion of Bethesda. CUPE may request an in-person meeting, virtual meeting, or conference call and the request will not be unreasonably denied. Any virtual meeting (s) scheduled the employer shall provide the appropriate technology for the employee and union representative at the work location.
- (b) Pay to the Negotiating Committee members for time necessarily lost from work during negotiations with the Employer shall be limited to meeting with the Employer up to but not including conciliation and thereafter.

#### 10.05 Employee-Employer Relations Committee

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

- (a) The Parties agree that a joint consultation committee to be known as the Employee/Employer Relations Committee composed of not more than four (4) representatives from the Union and four (4) representatives of the Employer shall be used as a forum for consultation on changes in conditions of employment not governed by the Agreement and on other matters of mutual interest.
- (b) The Committee shall meet at the request of either party, but in no event more frequently than once every month (unless an urgent situation requires more frequent meetings). Necessity for a meeting will be indicated by a letter from either party to the other party delivered at least five (5) days in advance of the proposed meeting and containing an agenda on the subject to be discussed.
- (c) While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

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

#### 10.06 Early and Safe Return To Work and Workplace Accommodation Committee

The Employer and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful to them and valuable to the Employer and meeting the parties' responsibilities under law. To that end, the Employee and the Union agreed to facilitate the return to work of employees experiencing medical restrictions, either WSIB related or non-WSIB related, up to the point of undue hardship.

Prior to any meetings between the Employer and the member, the Employer shall advise the member that they can have a Union Injury Worker Representative or designate present at their return to work/workplace accommodation meeting.

10.07 The Employer agrees that once per month the Executive of CUPE Local 2977 will be allowed to meet for an Executive meeting held on company property. The member will be released for the entirety of their scheduled shift to attend the Executive meeting. The Union agrees to compensate Employer for the Union Executive members who attend such meetings at straight time rates of pay for all time spent in such meetings. The employer will invoice the union local for wages of said meeting.

The union will be responsible for informing the Employer of the names of the Executive Board Members of CUPE Local 2977 and of when the Executive meetings are scheduled.

### ARTICLE 11 – SENIORITY

11.01 A new full-time employee shall be known as a probationary employee until they have completed three (3) calendar months in the Service Department or seven (7) calendar months in the Residential Life and Developmental Services Department. The start date for full-time staff will be considered to be the seniority date unless otherwise specified. In the case of a part-time employee or short-term employee from outside the bargaining unit being accorded permanent employee status, a calculated seniority date shall be arrived at in accordance with their actual days worked.

A new Part-time Employee shall be known as a probationary employee until they have completed;

(a) Five-hundred and twenty (520) hours in Service Departments (Maintenance, Food Services, Housekeeping, Laundry).

(b) One thousand, one hundred and twenty (1,120) hours in Residential Life and the Developmental Services Department.

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Upon completion of the probationary period, part-time employees shall be credited with seniority for all hours worked during the part-time probationary employment.

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

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

The Employer will provide department/areas with an updated seniority lists every three (3) months, containing: names, classification, and seniority dates/hours of all employees of the bargaining unit.

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

(b) Where a part-time employee is hired into a full-time position, they shall serve a trial period of six (6) months (1,120 hours). Upon completion of this trial period, the employee shall be credited with seniority as outlined in Article 11.01. Should the employee be unsuccessful in completing the trial period, they shall revert to a part-time position with no loss of seniority.

(c) Should a full-time employee transfer to a part-time position they shall take all of their seniority with them based on the formula stated in Article 11.01.

11.04 Loss of Seniority

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

(a) If they voluntarily leave the employ of the Employer;

(b) If they are discharged and are not reinstated through the grievance or arbitration procedure.

(c) If they are absent from work without permission for three (3) consecutive working days without notification unless a bona fide or reasonable explanation is given.

(d) If they fail to return to work upon expiration of an authorized leave of absence unless a bona fide or reasonable explanation is given.

(e) If they are laid off and not recalled for a period of eighteen (18) months.

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## ARTICLE 12 – JOB POSTINGS

- 12.01 The Employer undertakes the responsibility of sending electronically all permanent full-time and part-time union job vacancies as they occur to the unionized Staffs Bethesda e-mail. Posting shall remain active for a minimum of seven (7) days before the job is filled and shall stipulate the qualifications, classification, rate of pay and department concerned. All postings shall be open to Full-time and Part-time members.
- Any job postings of newly created contract position shall specify the number of hours in a biweekly period. Details regarding scheduling practices as they pertain to weekends and shifts required shall be discussed during the interview process.
- 12.02 In the event that two or more employees apply for the posted vacancy, where qualifications and Bethesda job related experience are equal, then seniority shall be the determining factor.
- 12.03 The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made, and no grievance may be filed.
- 12.04 An appointment shall be made within thirty (30) days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not to fill the vacancy.
- 12.05 A full-time employee who is transferred as a result of a job posting is subject to a trial period for the first six (6) months. Should the employee not prove suitable, or should they choose to return, prior to the end of the six (6) month probationary period, they shall be transferred back to the Department from which they came when a position becomes available.
- 12.06 The Employer will provide the President of the Union with copies of Union job postings and the names of the successful applicants within four (4) days of their appointment.
- 12.07 An employee may place a written application for a particular classification with the Human Resources Department. Such an application will remain on file for six (6) months and will be reviewed should a posting for that classification be made.
- 12.08 All unionized employees who apply for a posting in the bargaining unit shall be granted an interview for the position. Applicants will receive written notice of the outcome of their application.
- 12.09 Union staff applying for a bargaining unit position that have been granted a position within the last three (3) months through the job posting process, transfer or new hire shall not be considered for a position they have applied for within the first three (3) months of their start in such position. In the event that no employee meet the requirement above, Bethesda reserves the right to follow the job posting process with any internal employees with less than three (3) months seniority or recruit externally.
- 12.10 It is understood that the Employer may choose to have the work required to be performed due to a temporary vacancy known to be less than six (6) weeks in duration by re-assigning tasks to existing full or part-time employees without posting the position. Where the Employer decides to fill a temporary vacancy, it will be posted internally, bargaining unit

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wide, for a period of seven (7) consecutive calendar days. Bargaining unit members may apply for the position within the time limits identified, interviews will be conducted with only those staff that meet the posted qualifications. The posting shall stipulate the qualifications, classification, rate of pay and department and a copy shall be provided to the union. Where there are no successful applicants from within the CUPE bargaining unit, the position will be posted agency wide or external.

- 12.11 It is understood that postings for sleep shifts is intended for staff with part time status. Full time staff applying for such positions, if successful, will be placed at a sleep rate of pay.

### ARTICLE 13 – TRANSFERS

#### 13.01 Management Request

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

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

If an employee is temporarily transferred to a higher paying classification or requested to temporarily substitute for an employee in a higher paying classification, the employee shall be paid at the higher rates classification for all hours worked within the higher job classification. The higher rate of pay will be the equivalent grid position (i.e., year) in the higher paying classification to that which they hold in their regular classification.

#### 13.02 Staff Request

An employee who requests a transfer to a different job category, if accepted for the new position, shall receive the rate of pay for the new job category, whether it be higher or lower, commencing the date of their actual transfer.

### ARTICLE 14 – DISCHARGE AND LAY-OFF

#### 14.01 Discharge

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

Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for lost time, or by other arrangement which is just and equitable in the opinion of the conferring parties, or in accordance with provisions for dealing with such grievance and grievance arbitration.

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If the employer fails to follow the Bethesda Disciplinary process as outlined in the Bethesda Policy and Procedure's Manual the affected employee shall have the right to grieve in accordance with Article thirty-two (32) of this Agreement.

#### 14.02 Layoffs

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

Department in this article are defined as being;

- Support worker – Developmental Centre and Residential
- Maintenance
- Support Services

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

14.04 Laid off employees will be recalled in order of their seniority provided they are qualified to perform the duties of the job with normal orientation and familiarization which will be no less than one month. Staff offered recall will be provided with seventy-two (72) hours to accept the written notice of recall; acceptance must be made in writing. Staff failing to accept a notice of recall, except in circumstances rendering them unable to respond, will be deemed to have forfeited their right to all future recalls and will be paid any applicable notice and severance as per the Employment Standards Act, 2000. It is further agreed all recall rights expire eighteen (18) months after the date of layoff and all applicable notice and severance payments will be made at this time as per the Collective Agreement.

14.05 (a) No full-time bargaining unit employee will be laid off while relief and part-time and contract employees continue to work within specific departments. Departments are defined, for the purposes of this article, as Service Departments (Maintenance, Food Services, Housekeeping and Laundry) and Residential Life and Development Services. Any employee affected by such a layoff will be given the opportunity to move to another department based on seniority. The employer will pay for any reasonable training to enable the employee to become proficient in their duties. If the employee is not proficient with the required training after six months, the employee will be laid off. This is understood to be six months on the job training.

(b) No part-time regular employee will be laid off while temporary employees continue to work provided part-time regular employees are qualified or can become qualified with minimal training to do the work. If part-time regular employees are not qualified or cannot be trained to do the work, they may be laid off in reverse order of seniority.

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- 14.06 New employees shall not be hired until those laid off who are eligible for recall have been given an opportunity of recall within the department that such lay off occurred.
- 14.07 Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off in excess of one month, ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- 14.08 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employee results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment, is not a breach of this Agreement.
- 14.09 If a full-time employee is eligible for severance pay under the Employment Standards Act, (ESA) severance will be paid at the rate of two (2) weeks for each year of service. Part-time employees eligible for severance under the ESA will be paid as outlined in the Employment Standards Act.

#### ARTICLE 15 – LEAVE OF ABSENCE

- 15.01 Any employee may be granted a leave of absence without loss of seniority and without pay for a period of time not to exceed one (1) month for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. Leave of absence of more than one (1) month's duration will affect seniority by the length of the leave of absence. Except in emergencies, written requests for leave of absence must be made at least four (4) weeks prior to such leave. An employee will not be required to use; Vacation hours or, float hours prior to being approved for a Leave of Absence of less than one month.
- Staff must have completed one full year of service prior to be eligible to apply for a personal leave of absence.
- 15.02 A leave of absence without pay to take further education relating to their field may be granted upon written application by the employee to the Director. The estimated return date to full-time work is to be established prior to granting the leave of absence. Seniority for full-time employees will continue to accumulate to a maximum of twelve (12) months during this leave and seniority for part-time employees will accumulate at a rate that is equivalent to the hours worked in the previous four (4) pay periods.
- 15.03 A total of two-hundred (200) days or sixteen hundred hours (1,600) hours of CUPE leave of absence per year (April to March) which shall be granted for CUPE use. The leaves shall be without pay. However, the Employer shall continue to pay the employee their regular wages, benefits and pension accruals and shall bill the Union for the cost of the same which shall be remitted to the Employer within a reasonable amount of time after receipt of being billed. It is understood that all CUPE leaves, unless specifically outlined through other entitlements outlined in this agreement, shall count towards the total permitted in this article.

It is further understood that organizational scheduling will be a determining factor in Bethesda's ability to grant the requested days.

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

#### ARTICLE 16 – COMPASSIONATE LEAVE

- 16.01 When a death occurs in the immediate family of an employee (as defined below under immediate family), the employee shall be granted a paid leave of absence as follows; six (6) consecutive working days for all employees One of the days must may be used at a later date as outlined in article 16.07.

Immediate Family: Parent, Spouse, Child, Brother, Sister. It is understood this definition also includes “step” relatives as outlined above, foster children currently in their care, common law spouses, and fetus with a gestation period of twelve (12) weeks or more with the appropriate medical documentation.

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

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

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

- 16.04 (a) Full-time Employees

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

- (b) Part Time/Contract/Temporary Employees

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

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

- 16.06 An employee may request additional unpaid leave of absence because of bereavement purposes, which shall not be unreasonably denied and will not count towards the Attendance Support Program.

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16.07 Staff may request in writing, one day of their compassionate leave as outlined above, be held over for a period of six (6) months to attend a Celebration of Life being held at a later date. It is understood that this will not increase a staff's entitlement to compassionate leave and the Employer reserves its right for confirmation of such Celebration of Life.

## ARTICLE 17 – PREGNANCY/PARENTAL/ADOPTION LEAVE

### 17.01 Maternity (Pregnancy)

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

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

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

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

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

### 17.02 Additional Leave

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

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

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

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

#### ARTICLE 18- PARENTAL/ADOPTION LEAVE

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

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

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

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

Employees eligible for leave according to Article 17 are not eligible for this parental/adoption leave.

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

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

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

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

19.02 The employer and the union will form a Modified Work Program Committee and implement a plan outlining steps or a mutually agreed to policy which is followed to return injured workers back to work.

Should an employee claim for lost time benefits through the WSIB and the lost time claim is denied, the employer agrees to review the circumstances leading to the lost time claim and determined eligibility for benefits under Article 30 of this agreement. It is understood that benefits under Article 30 will not be paid while a determination regarding eligibility for WSIB lost time benefits is being made. Should an employee appeal the denial of lost time benefits through the WSIB appeal process and be successful, the employee will repay any payment made by Bethesda to the employee under Article 30 of this agreement.

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

19.03 An employee injured or diseased as a result of or in the course of their regular duties shall be returned to the same rate of pay as the current rate of pre-injury job up to the length of the employee's seniority. This article is not to be read as a guarantee of employment for the purposes of lay-off or downsizing.

19.04 A copy of the employees Form 7 (Injury Report) will be provided to the employee, the President, Recording Secretary of the Union as well as the JHSC, at the time of completion. CUPE will provide the email address to which the Form 7 must be sent.

## ARTICLE 20 – JURY DUTY AND COURT ATTENDANCE

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

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

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## ARTICLE 21 – HOURS OF WORK

21.01 (a) The standard workday for full-time permanent employees shall be either eight (8) or greater in length, inclusive of a half hour paid meal break. The meal period shall be an uninterrupted period, except in cases of emergencies. The Employer reserves the right to stagger meal breaks and hours of work in order to maintain staff coverage. Nothing in this agreement shall be interpreted as a guarantee of hours of work per day or per week or days of work per week. The Employer may schedule part-time employees, according to the appropriate scheduling language, shifts that are shorter than 8 hours, and are at a minimum of 4 hours, for the following reasons:

- Bethesda run client-based functions;
- Organized recreational events such as the annual Family picnic, annual baseball game or fun days; and
- Client emergencies as outlined in article 21.01 (c); and
- Bowling and friendship events at all locations as they currently exist (January 25, 2016); and
- Passport funding.

If additional or new shorter than eight (8) hour shifts are required, the employer will discuss such new, or amended shifts, prior to implementation, with the Union.

- (b) For part-time employees the normal hours of work shall be up to fifty-six (56) hours bi-weekly period subject to article 21(e) i. Employees will be limited to five (5) shifts scheduled in one calendar week unless an employee has requested time off in the adjoining week or a client emergency does not permit for this. A client emergency will be defined as client illness, client vacation, client family visit, client emergency support. Staff may request in writing to be scheduled up to six (6) shifts in a calendar week. The scheduling of up to six (6) shifts in a calendar week does not entitle the employee to premium pay or overtime.
- (c) The normal hours of work for students during the school vacation period shall be up to forty-four (44) hours per week.
- (d) The Employer recognizes that all part-time employees should be entitled to two (2) consecutive days off work each week, but certain shift scheduling may not permit this. The Employer agrees that employees will only be required to work a maximum of fifty-six (56) hours bi-weekly, unless overtime is required to ensure client or staff safety, and that every second week the employee will receive two (2) consecutive days off.
- (e) (i) It is understood that all qualified part-time employees will be given the opportunity to work up to eighty (80) hours bi-weekly to cover full-time (and part-time where applicable) vacation, sick time, lieu time, attendance at training events, union time off, bereavement leave, or any other reason as determined by the employer prior to the offering of overtime hours to full-time employees. The call-in process for Part-time staff shall be as determined by the scheduling committee.
- (ii) Part-time employees shall be offered these additional hours before the Employer offers vacation replacement hours to summer students.

(f) Sleep Nights (Part-time employees only)

The overnight sleep positions will be paid at the rate of the sleep night's position for all hours worked during a sleep night shift. If the employee is required to be awake for any client related activity during the designated sleep shift, the employee will be paid the regular "day/afternoon" rate of pay for those periods of time. Periods of awake time will be measured in half hour increments.

(g) Sleep Nights (Full Time employees only)

It is understood that full time employees who accept a sleep shift through a call in are required to be awake for all hours worked. If the full time employee elects to sleep they will be paid at the sleep rate of pay. It is further understood that when employees accept said sleep night shift any and all daily hours or over eighty (80) bi-weekly will be paid time and one-half regardless if the employee elects to be awake or sleep.

21.02 The Employer will schedule one fifteen (15) minute rest period for each full half scheduled shift.

When an employee performs authorized overtime work of at least three (3) hours' duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

21.03 The Employer recognizes that all full-time employees should be entitled to two (2) consecutive days off work each week, but certain shift scheduling may not permit this. The Employer agrees that employees will only be required to work a maximum of five (5) days per week and that every second week the employee will receive two consecutive days off.

No full-time employee will be scheduled to work more than two (2) weekends (consecutive Saturday and Sunday) in any one month.

21.04 This language will only apply to a full-time employee who was scheduled to work 2 weekends a month or more in 2004.

An employee with twenty (20) years or more of seniority will be required to work one (1) weekend per month. This employee may choose to work weekends by providing the employer with a signed letter advising they wish to work weekends. The union will be provided with a copy of such letter. However, an employee can be required to work an additional weekend per month in an emergency situation.

21.05 Call-In

(a) A full-time employee will be called for extra shifts while on vacation/lieu time. If an employee does not accept the extra shift while on vacation / lieu time hours it will not be seen as a refusal. Acceptance of extra shifts while on vacation/lieu time will result in the scheduled vacation/lieu time hours being returned to the employee for use at a later time and payment for the accepted shift at regular time. Full-time employees who are on a regular day off who accept a call-in shift will receive overtime for hours worked on the call-in shift. Full-time employees on vacation can accept a call-in, if it is not their regularly scheduled shift which they are on vacation from they will receive overtime for the hours worked on the call-in shift.

- (b) The call-in process for Part-time staff shall be as determined by the scheduling committee.

#### ARTICLE 22 – LATENESS DUE TO WEATHER OR CAR TROUBLE

22.01 In cases where the employee cannot arrive for work at the required time because of weather conditions or car trouble, the time lost will be without pay. However, a full-time employee that has accumulated vacation, statutory holidays or other time owing them, may request that such time be used to offset the time without pay. This arrangement requires the Supervisors' approval. Such approval shall not be unreasonably denied.

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

#### ARTICLE 23 – SCHEDULE POSTINGS

23.01 The posting of work schedules shall be made four (4) weeks in advance of the time to be worked. Changes affecting the hours of work or shift of employees, shall not be made without consulting staff members involved and within a reasonable (seven days) period of time, except in emergency situations or when agreed to by both parties.

#### ARTICLE 24 – OVERTIME PAY AND TIME OWING

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

24.02 An employee shall receive time and one-half their regular straight time rate of pay for authorized hours worked in excess of the standard daily or bi-weekly hours.

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

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

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

Full-time employees that take time off in lieu may take such time on a mutually agreed upon basis between the employee and the Employer. Such time off will be the equivalent of the premium rate the employee has earned for working overtime.

24.05 Call-backs shall be paid at the rate of time and one half (1½) regular pay, with a minimum of three (3) hours' time and one-half (1½) pay guaranteed for each call-back. Full-time employees may request to accumulate time owing at one and one-half (1½) time. This article applies to staff working within Maintenance and Support Services.

24.06 (a) Employees reporting for scheduled work and find that no work is available to be assigned to them, will be guaranteed a minimum of three (3) hours wages, except when

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work is not available due to conditions beyond the employer's control. The Employer reserves the right to assign work that the individual is qualified to perform.

- (b) All staff reporting to work to attend a meeting with the Employer who are not scheduled to work will be required to report to an assigned work location in order to receive three (3) hours pay. Staff electing to leave after the meeting will only be paid for the time spent in the meeting with the Employer.

24.07 (a) Overtime is intended to be voluntary and shall be offered in order of seniority. However, in the event overtime is required to address emergency situations where client or staff safety is at risk and qualified staff does not voluntarily agree to work the available hours, staff may be forced to work in reverse order of seniority starting with part-time and then full time. Where staff has been compelled to work the employer agrees to ensure they are relieved at the earliest opportunity.

- (b) The Employer shall provide transportation home to an employee who does not feel safe to drive home after working 13 consecutive hours. It is understood that this needs to be initiated by the Employee to a member of the Bethesda management team.

24.08 Full-time permanent employees can bank up to forty (40) hours in lieu time. Lieu time must be used within the fiscal year earned if possible.

#### 24.09 Mandatory Overtime

Mandatory Overtime is defined as the need for an employee to work immediately following the completion of a shift due to unavailability of any other coverage (forced to stay). Mandatory Overtime must be approved by Management.

- (a) If in the event an employee is required to work mandatory OT they will receive OT at the rate of double time (2x) the rate of pay for all hours worked.
- (b) In cases of mandatory OT should the employee need to make home care arrangements the employer will endeavor to provide coverage for up to one (1) hour unpaid in order for that employee to make the appropriate arrangements.
- (c) Mandatory overtime is NOT a shift offered from the scheduling program OR offered verbally by management. It is when staff are told they must stay and are given no choice to decline the shift (forced to stay).

In cases of Mandatory Overtime should the employee need to make home care arrangements, the employer will endeavor to provide coverage for up to one (1) hour (unpaid) in order for that employee to make appropriate arrangements. It is understood that the employee will not receive payment for the time taken to make the appropriate arrangements.

### ARTICLE 25 – DOCTOR'S APPOINTMENTS

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

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25.02 Employees unable to meet the request as outlined in 25.01 shall with permission of their Department Head:

- (a) Make up for the time used for said appointment if work is available.
- (b) Have the ability to use time available ie. Lieu time, vacation.
- (c) Take the time off with permission of the Department Head on a without pay basis.

These requests shall not be unreasonably denied.

#### ARTICLE 26 – PAID HOLIDAYS

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

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

Full-time permanent employees will receive the following additional paid holidays:

Easter Monday	Civic Holiday
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Full-time permanent employees will also receive an additional 32 hours of floater time and any other public holiday as proclaimed by the Provincial Government of Ontario.

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

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

26.02 Where a regular full-time employee works on a paid holiday, they shall be paid at the rate of time and one-half (1½) their basic hourly rate of pay for all hours worked on such holiday and shall be given additional time off in lieu, as calculated in the Employment Standards Act, 2000 (ESA). Time off for the lieu day shall be decided with the Department Head with time preferably taken on staff overlap days. Consideration will be given to special situations.

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

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

26.03 Should a paid holiday fall on a non-working day or during a full-time employee's vacation period, the employee will be entitled to holiday pay based on the Employment Standards

Act, 2000 calculation a day in lieu, at straight time, the date to be decided with the Department Head. Consideration will be given to special situations.

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

**ARTICLE 27 – CLIENT VACATION DAYS**

27.01 (a) Full-time staff selected to accompany clients on a vacation will be granted the following time off with pay in addition to their normal days off which fell during the time of the vacation:

Each day shift will be calculated at 12 hours worked.

- 1 Overnight = 5 Hours Time Off or pay as the employee chooses
- 2 Overnights = 9 Hours Time Off or pay as the employee chooses
- 3 Overnights = 13 Hours Time Off or pay as the employee chooses
- 4 Overnights = 17 Hours Time Off or pay as the employee chooses
- 5 Overnights = 21 Hours Time Off or pay as the employee chooses

It is understood that there are no set hours of work during the time of vacation and the staff are “on call” at all times unless specifically told otherwise. Staff will be paid for actual hours worked on the last day of vacation (day returning to home/Bethesda). No additional wages will be paid; this is understood to include shift premium.

(b) Part-time staff selected to accompany clients on a vacation will be paid the following at straight time as well as be paid twelve (12) hours at straight time for all days on such client vacation:

Each day shift will be calculated at 12 hours worked.

- 1 Overnight = 5 Hours Straight Time Pay
- 2 Overnights = 9 Hours Straight Time Pay
- 3 Overnights = 13 Hours Straight Time Pay
- 4 Overnights = 17 Hours Straight Time Pay
- 5 Overnights = 21 Hours Straight Time Pay

It is understood that there are no set hours of work during the time of vacation and the staff are “on call” at all times unless specifically told otherwise.

**ARTICLE 28 – VACATIONS**

28.01 Vacations with pay shall be granted to Full-time employees on the following basis:

Two (2) weeks (80 hours)	if the employee has completed one (1) full year of service as of April 1 <sup>st</sup>
Three (3) weeks (120 hours)	if the employee has completed two (2) full years of service as of April 1 <sup>st</sup>
Four (4) weeks (160 hours)	if the employee has completed eight (8) years of service as at April 1 <sup>st</sup>

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Five (5) weeks (200 hours)	if the employee has completed fifteen (15) years of service as at April 1 <sup>st</sup>
Seven (7) weeks (280 hours)	if the employee has completed twenty (20) full years of service as at April 1 <sup>st</sup>

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

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

Each employee shall request their vacation by April 30<sup>th</sup>. The Employer shall finalize the vacation schedule and post by May 31<sup>st</sup>. In the event of a conflict between two employees for a vacation period, the vacation request shall be granted in order of seniority. Should an employee not schedule their full vacation during the required scheduling period, vacation shall be granted on a first request basis. Should two (2) requests be received at the same time for the same period of time after April 30<sup>th</sup>, seniority will be the determining factor. Once vacation schedules are posted, the vacation shall not be altered except by mutual agreement between the employee and the Employer.

Staff receiving a transfer that they have requested, or they have been successful in moving locations through the job posting process will have all approved vacation requests reviewed based on the new location's availability. Staff being moved based on Bethesda's right to transfer staff will have all previously approved vacation time honoured.

- 28.02 Vacations shall be booked in advance with the Supervisor or Department Head and must be approved by the Immediate Supervisor.
- 28.03 Those staff that have currently banked vacation time for the purposes of early retirement will be allowed to continue to bank vacation time for early retirement up to a maximum of ninety days. Anyone with any vacation time banked prior to July 15, 2008, will be allowed to continue banking vacation time up to the maximum noted above. Any employee who doesn't have vacation banked by July 15, 2008, will not be able to begin banking vacation. Requests must be in writing on approved forms and signed by all parties by July 15, 2008.
- 28.04 All part-time staff covered by this agreement will receive vacation pay as prescribed in the Employment Standards Act. Vacation pay will be paid by the following methods:
- (i) Receive a full pay out of all accrued vacation pay on the first full pay of December of each year;
  - (ii) Receive a full pay out of all accrued vacation pay on the last pay period of March each year.

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

Part-time employees may request, in writing to take up to two (2) weeks off once per fiscal year. This request may not be unreasonably denied. Prior to April 30<sup>th</sup> full-time employees

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have first priority for available vacation time based on seniority, then part-time based on seniority. After April 30<sup>th</sup> vacations are granted on a first come first approved basis if the time is available.

## ARTICLE 29 – BENEFITS

29.01 Part-time employees shall receive seven (7%) in lieu of benefits paid bi-weekly. Bethesda will schedule part-time benefit sign up meetings, run and provided by an external provider, twice quarterly at the Fly Road location. It is understood and acknowledged that for any part-time employee signing up for benefits Bethesda is not a party to the contractual relationship between the external benefit provider and the employee or responsible for any benefit costs, claims or disputes.

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

- (a) Extended Health Care Plan - \$50 deductible family, \$25 single payable by the employee. This plan will include Chiropractic care and Physiotherapy to a maximum of \$500.00 per year after OHIP. Orthotics to a maximum five hundred (500) dollars (all orthotics combined) per calendar year. Orthotics require a medical note from a Chiropodist and /or Podiatrist. Psychotherapy now included.
- (b) Vision Care – which is \$225.00 every twenty-four (24) months per employee and each of the employee's dependents. The employer agrees to cover the expense of all eye exams every twenty-four (24) months. This amount may be used towards Laser Eye Surgery if the employee desires.
- (c) Long Term Disability Plan – Subject to the carrier's approval of the claim the amount of Long-Term Disability benefit received will be determined by the length of continuous service.
- (d) Group Life Insurance Plan – which is twice the employee's annual income.

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

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

29.03 The Employer will make arrangements to provide up to three-thousand dollars (\$3,000.00) per dependent child (under 18 years of age) for orthodontic coverage for full-time employees.

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## ARTICLE 30 – SHORT TERM INCOME PROTECTION DUE TO ILLNESS

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

### 30.02 Duration of Benefits

Benefits are paid for up to fifteen (15) weeks or seventy-five (75) working days based on a normal five-day work week. Time taken under this leave shall not affect vacation time entitlement of the employee.

### 30.03 Rate of Sick Pay Income

For full-time employees the rate of pay will be one hundred percent (100%) of salary for the first four (4) ill periods to a maximum of five (5) working days per illness. One ill period may include more than one group of consecutive days absent, provided that such absences are from the same cause of total disability and are separated by a reasonable period of time. After five (5) working days of total disability the rate of pay will be sixty-six percent (66%) of salary for the balance of the disability period up to a maximum of fifteen (15) weeks. The fifth and each subsequent ill period will have no benefit for the first day of illness and sixty-six percent (66%) of salary for the balance of the disability period up to a maximum of fifteen (15) weeks.

### 30.04 Reinstatement of Benefits

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

30.05 Any employee becoming ill at work must report to their supervisor.

30.06 Proof of illness on the required Bethesda medical certificate may be required for any occurrence however, a Bethesda medical certificate is mandatory from any staff who is absent three (3) or more consecutive workdays. The medical certificate must be presented to the appropriate departmental supervisor/manager before returning to work. Bethesda will reimburse up to an annual (April to March) forty-five (\$45) dollars for direct costs associated with getting the required certificate.

### 30.07 Employment Insurance Benefits

Sick pay coverage for full-time employees from the 16<sup>th</sup> to the 41<sup>st</sup> week of total disability is provided by the Employment Insurance Sick Benefit available through the local HRDC office. Note that the two-week waiting period under EI rules is waived.

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

(a) Any paid absence

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

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

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

30.09 Part Time Sick Benefit

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

30.10 Duration of Benefits

Benefits are to be paid to a maximum of thirty-two (32) hours per fiscal year allocated as follows:

- one shift per quarter, without carry over or accumulation, to a maximum of thirty-two (32) hours per fiscal year.

30.11 Rate of Sick Pay Income

Part-time employees will be paid 100% of regular wages for each eligible sick period. Part-time employees will not be paid sick benefits for any shift which is at an overtime rate of pay.

30.12 Any employee becoming ill at work must report to their supervisor.

30.13 Proof of illness on the required Bethesda medical certificate may be required for any occurrence however, a Bethesda medical certificate is mandatory from any staff who is absent three (3) or more consecutive workdays. The medical certificate must be presented to the appropriate departmental supervisor/manager before returning to work. Bethesda will reimburse up to an annual (April to March) maximum of forty-five (45) dollars for direct costs associated with getting the required certificate.

ARTICLE 31 – PENSION PLAN

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

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

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## ARTICLE 32 – GRIEVANCE PROCEDURE

- 32.01 (a) It is the mutual desire of both parties to this agreement that employee complaints be resolved promptly. An employee has no grievance until the complaint has been discussed with the immediate supervisor and an opportunity has been given to settle the complaint.
- (b) If an employee who pays union dues to CUPE Local 2977 is to be disciplined or investigated the employer must notify the employee of their right to union representation before such disciplinary or investigative action takes place. Bethesda will provide the CUPE representative with a list of questions to be asked at the onset of any applicable meeting. It is understood that the list of questions provided by Bethesda may change during the meeting based on information provided.

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

### 32.02 STEP 1

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

### 32.03 STEP 2

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

### 32.04 STEP 3

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

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### 32.05 STEP 4 – ARBITRATION

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

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

(a) the name of the first party's nominee to the Board of Arbitration, in the case of a three (3) person Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavor within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person to act as a Chairperson of the Board of Arbitration within ten (10) days after the appointment of the second of them, then either party may request the Ministry of Labour to appoint the third member as Chairperson of the Board of Arbitration; or

(b) shall contain the first party's proposal for the Chairperson of the Board of Arbitration, in the case of a one (1) person Board of Arbitration. The recipient of the notice

(i) shall within ten (10) days of receipt agree to proceed by way of a one (1) person Board and the parties shall endeavor within ten (10) days after the notice to agree upon a Chairperson of the Board of Arbitration. If the parties are not able to agree upon a Chairperson within the ten (10) days, either party may request the Ministry of Labour to appoint the Chairperson of the Board of Arbitration; or

(ii) shall within ten (10) days of receipt advise the other party that the matter shall proceed by way of a three (3) person Board of Arbitration and shall advise the other party of its nominee to the Board of Arbitration. The matter shall proceed according to the procedure for a three-person Board of Arbitration.

32.07 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties hereto and the employee or employees concerned.

32.08 Each of the parties to this Agreement shall bear the expenses of the nominee appointed by it, in the event of a three (3) person Board of Arbitration, and the parties will share equally the fees and expenses, if any, of the Chairperson of the Board of Arbitration.

32.10 The Arbitrator or Board of Arbitration shall also have power to decide whether the matter submitted to it for Arbitration is arbitral, and if so to what extent, and if the aforesaid Grievance Procedure has been properly complied with by either or both of the parties to such arbitration. Questions of the amounts of salaries and wages are not grievable or arbitral.

32.11 No person shall be selected as a nominee or as a Chairperson to the Board of Arbitration who has been directly involved in attempts to negotiate or settle the grievance.

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32.12 The Board of Arbitration will not have the power to amend, alter, change, or vary this Agreement or make any decision inconsistent with it.

32.13 The Labour Relations Act of Ontario, as amended from time hereafter, applies to all Arbitrations hereunder.

### ARTICLE 33 – UNION GRIEVANCE

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

### ARTICLE 34 – AMENDMENTS TO AGREEMENT

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

### ARTICLE 35 – SALARY GRID

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

#### 35.02 Shift Premium

Full-Time employees will be paid shift premium of fifty-five (\$0.55) per hour in accordance with the following:

- a) Full-time Employees shall receive an additional compensation of fifty-five (\$0.55) cents per hour for working any hours between 3:00 pm and 11:00 pm. As of April 1, 2023, this will increase to sixty cents (\$0.60) per hour.
- b) Full-time Nights shall receive shift premium of fifty-five (\$0.55) cents per hour. A night shift shall be from 11:00 pm till 7:00 am. As of April 1, 2023, this will increase to sixty cents (\$0.60) per hour.
- c) Full-time Weekend shall receive a shift premium of fifty-five (\$0.55) cents per hours worked for between 7:00 AM Saturday to 11:00 pm Sunday. As of April 1, 2023, this will increase to sixty cents (\$0.60) per hour.

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

35.03 Upon receiving an original transcript proving completion of an educational requirement an employee's salary will be placed in an appropriate higher paying classification level in schedule "A". Retroactive pay will be provided for the period between completion of the program and receipt of the transcript to a maximum of three months.

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35.04 When an employee is advised by their supervisor that they must carry a cell phone, they shall receive an additional fifteen (\$15.00) dollars per day. This article applies only when staff are required to carry the pager/cell phone outside of working hours.

#### ARTICLE 36 – TERM OF AGREEMENT

36.01 This agreement shall take effect on April 1, 2024 and shall remain in effect until March 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing within ninety (90) days prior to the expiry date that it desires its termination or amendment.

#### ARTICLE 37 – JOB DESCRIPTIONS

37.01 The Employer agrees to provide copies of job descriptions for all positions for which the Union is the bargaining agent.

#### ARTICLE 38 – LICENSING FEES AND TRADE CERTIFICATES

##### 38.01 Trades Certificates

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

##### 38.02 Training & Development

Employees who enroll in any work-related College or University course will be eligible for tuition reimbursement of thirty percent (30%), upon successful completion of the approved course. The employee shall submit a request for approval with at least sixty (60) days' notice prior to enrollment to the appropriate Residential Manager. The Residential Manager shall provide a response within thirty (30) days of the request. Should a staff terminate their employment prior to second year anniversary of the completion of a course, they will be required to return the employer's portion of the tuition for that course. The employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at the course. It is understood that Bethesda has the ability to deny requests based on operational needs and ability to pay, including but not limited to budget constraints.

#### ARTICLE 39 – MISCELLANEOUS

##### 39.01 (a) Bulletin Boards

The Employer will provide one (1) bulletin board in a locked plexi-glass covered case for the use of the Union. The board will be located in the main building at 3950 Fly Road.

The Union will be permitted to post one meeting announcement at a time pertaining to Union meetings in each group home on the staff information board. Should Bethesda not be in agreement with the contents of the information posted the parties

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agree to remove the posting in question and discuss the contents within twenty-four (24) hours of the removal of the posting.

(b) Posted Schedules

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

(c) Mileage

When requested by the employer and authorized by the immediate supervisor/manager to use their personal automobile for the employer's business the employer agrees to compensate employees for authorized travel at the rate of forty-four cents per kilometer (\$0.44/km) or the corporate rate, whichever is higher.

ARTICLE 40 – BEHAVIOURAL COUNSELLOR

40.01 The parties agree that the Behavioural Counsellor position is specific to all employees working in the Community Response Program.

Effective April 1, 2024				
POSITION	START	YEAR 1	YEAR 2	YEAR 3
<b>Full Time Permanent</b>				
Developmental Support Worker -Education	\$25.76	\$26.34	\$26.92	\$27.46
General Maintenance	\$24.70	\$25.13	\$25.65	\$26.13
Behaviour Counsellor - Full Time	\$26.10	\$26.68	\$27.25	\$27.82
Developmental Support Worker	\$25.85	\$26.38	\$26.83	\$27.30
Laundry - Housekeeping	\$22.22	\$22.60	\$22.89	
Aide II	\$24.07	\$24.41	\$24.82	
Aide I	\$22.02	\$22.42	\$22.73	
<b>PT-Temporary</b>	<b>Start-2079</b>	<b>2080 HRS to 4159 HRS</b>	<b>4160- HRS to 6239 HRS</b>	<b>6240 + HRS</b>
Behaviour Counsellor - PT/Temporary	\$26.10	\$26.68	\$27.25	\$27.82
Developmental Support Worker -Education-PT	\$25.76	\$26.34	\$26.92	\$27.46
Developmental Support Worker -PT	\$25.85	\$26.38	\$26.83	\$27.30
Developmental Support Worker -Education- Temporary	\$25.76	\$26.34	\$26.92	\$27.46
Developmental Support Worker-Temporary	\$25.85	\$26.38	\$26.83	\$27.30
Support Services - Part Time	\$22.22	\$22.60	\$22.89	
Sleep Nights	\$20.00			

Effective April 1, 2025

POSITION	START	YEAR 1	YEAR 2	YEAR 3
<b>Full Time Permanent</b>				
Developmental Support Worker -Education	\$26.76	\$27.34	\$27.92	\$28.46
General Maintenance	\$25.70	\$26.13	\$26.65	\$27.13
Behaviour Counsellor - Full Time	\$27.10	\$27.68	\$28.25	\$28.82
Developmental Support Worker	\$26.85	\$27.38	\$27.83	\$28.30
Laundry - Housekeeping	\$23.22	\$23.60	\$23.89	
Aide II	\$25.07	\$25.41	\$25.82	
Aide I	\$23.02	\$23.42	\$23.73	
<b>PT-Temporary</b>	<b>Start-2079</b>	<b>2080 HRS to 4159 HRS</b>	<b>4160- HRS to 6239 HRS</b>	<b>6240 + HRS</b>
Behaviour Counsellor - PT/Temporary	\$27.10	\$27.68	\$28.25	\$28.82
Developmental Support Worker -Education-PT	\$26.76	\$27.34	\$27.92	\$28.46
Developmental Support Worker -PT	\$26.85	\$27.38	\$27.83	\$28.30
Developmental Support Worker -Education- Temporary	\$26.76	\$27.34	\$27.92	\$28.46
Developmental Support Worker-Temporary	\$26.85	\$27.38	\$27.83	\$28.30
Support Services - Part Time	\$23.22	\$23.60	\$23.89	
Sleep Nights	\$21.00			

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IN WITNESS WHEREOF the Parties hereto have affixed the hands and seals of their duly authorized representatives.

Signed electronically

BETHESDA COMMUNITY SERVICES INC.

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2977

Margaret Lockhart

Margaret Lockhart (Apr 28, 2025 11:45 EDT)

[Signature]

Shelley Mercer

Shelley Mercer (Apr 28, 2025 12:34 EDT)

[Signature]

Brittany Nisbett (Apr 28, 2025 11:30 EDT)

Carrie Adewumi

Carrie Adewumi (Apr 29, 2025 10:19 EDT)

Christina Cramp

Christina Cramp (Apr 28, 2025 11:32 EDT)

Tracy Foissey

Tracy Foissey (Apr 28, 2025 12:12 EDT)

[Signature]

Kaitlynn Bennett (Apr 29, 2025 19:36 EDT)

[Signature]

Jeff Vreeken

Jeff Vreeken (Apr 28, 2025 11:33 EDT)

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LETTER OF UNDERSTANDING

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2977

Re: Government Lobbying

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

Signed electronically

BETHESDA COMMUNITY SERVICES INC.

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2977

Margaret Lockhart

Margaret Lockhart (Apr 28, 2025 11:45 EDT)

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LETTER OF UNDERSTANDING

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2977

Re: Joint Job Evaluation Plan (JJEP)

The parties acknowledge that a Joint Job Evaluation Plan for full-time employees has been established and implemented.

All new full-time positions in the bargaining unit will be evaluated by the JJEC and appropriately placed on the wage grid based on points. If the committee agrees that a position within the bargaining unit has changed then that position will be re-evaluated by the committee.

The parties further agree that each new evaluation, or re-evaluation will be given an opportunity to appeal the results of the JJEC in accordance with the JJEC plan.

Signed electronically

FOR THE "EMPLOYER"

FOR THE "UNION"

Margaret Lockhart

Margaret Lockhart (Apr 28, 2025 11:45 EDT)

[Signature]

Shelley Mercer

Shelley Mercer (Apr 28, 2025 12:34 EDT)

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Jeff Vreeken (Apr 28, 2025 11:33 EDT)

LETTER OF UNDERSTANDING

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2977

Re: Increased Funding

The parties agree that if the employer is to receive extraordinary funding provided by the Ministry of Community and Social Services (hereinafter referred to as the "Government") that is wholly expressed specifically directed to the payment of wages and benefits, from April 1<sup>st</sup>, 2024 to March 31<sup>st</sup>, 2026, the Employer agrees to distribute the said extraordinary money as directed by the Government of Ontario; and, in the absence of such direction the Employer agrees to distribute the said money in a manner that will insure that all employees of the Employer for whom the extraordinary money is directed, receive the same percentage increase. It is understood that only funding specific to wages and benefits will be paid to staff.

It is further understood that the above undertaking only applies, and Bethesda is only obligated to distribute extraordinary funds, to the extent that any increase extraordinary funds provide for is greater than any general increase provided for in the Collective Agreement. For example, if the Collective Agreement provides for a 0.5% wage increase in year 1, and extraordinary funding is received that allows for a 1.5% wage increase in the same year, Bethesda hereby undertakes to distribute the additional 1.0% wage increase funded by the extraordinary funds.

For the purpose of this letter extraordinary funding is defined as:

- i. Funding by the Government of Ontario provided outside the ordinary process of funding by the Government of Ontario; and
- ii. Which is designated solely for the purpose of distribution to designated employees of the Employer with respect to a designated time period.

Signed electronically

BETHESDA COMMUNITY SERVICES INC.

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2977

Margaret Lockhart

Margaret Lockhart (Apr 28, 2025 11:45 EDT)



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Kaitlynn Bennett (Apr 29, 2025 19:36 EDT)



Jeff Vreeken

Jeff Vreeken (Apr 28, 2025 11:33 EDT)

LETTER OF UNDERSTANDING

BETWEEN:

BETHESDA COMMUNITY SERVICES INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2977

Re: Part-Time Weekend Positions

The parties agreed to continue to employ part time weekend DSW positions. These positions will be scheduled on weekends and statutory holidays. Scheduled shifts will be based on seniority and there is no guarantee of hours. These positions are not subject to Article 21.01 (c) (f) (i) of the Collective Agreement and Appendix A Part-time Scheduling (1) and no grievance shall be filed related to these clauses. Bethesda reserves the right to schedule according to operational needs. All other terms and conditions of the Collective Agreement remain.

Signed electronically

BETHESDA COMMUNITY SERVICES INC.

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2977

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Margaret Lockhart (Apr 28, 2025 11:45 EDT)

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