

COLLECTIVE AGREEMENT

Between

KERRY'S PLACE AUTISM SERVICES
(Hereafter referred to as the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5284
(Hereafter referred to as the "Union")

October 6, 2020 – October 5, 2023

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ARTICLE 1: PURPOSE OF THE AGREEMENT

- 1.1 It is the purpose of the parties to this Agreement:
- a) To improve relations between the Employer and the Union and to provide settled and just conditions of employment;
 - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
 - c) To encourage efficiency in operations;
 - d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and
 - e) To co-operate and harmoniously work together in the promotion of high standards of support.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 The Union acknowledges and recognizes that the management of the employees and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees, provided that a claim of discharge without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- c) determine in the interest of efficient operation and highest standard of service, classifications, hours of work, work assignments, methods of doing the work and the working establishment for any service;
- d) determine the number and qualifications of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith; and

- e) Make and enforce and alter from time-to-time, rules and regulations to be observed by all employees.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

Non-Discriminatory Exercise of Right

The Employer will not exercise its rights or make or enforce rules and regulations in a manner inconsistent with the terms of this Agreement.

2.2 No Union Meetings on Employer's Premises

The Union and the Employer agree that there will be no Union meetings on the Employer's premises except with the written permission of the Vice President, Supported Living or designate or as specifically provided for in this Agreement.

ARTICLE 3: RECOGNITION AND NEGOTIATION

- 3.1 Recognition – All employees employed in Supported Living at Kerry's Place Autism Services located in Peel Region and Dufferin Region, Ontario save and except Managers, person above the rank in Managers, Coordinators, Clinical staff and office and clerical staff including Regional Administrative Assistants.

3.2 No Other Agreements

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

3.3 Right of Fair Representation

The union shall have the right to have the assistance of the Canadian Union of Public Employees' National Representative assigned to the Local at any formal Union/Management meeting. The National Representative shall have access to the Employer's premises for the purpose of attending such meetings. The Union may request permission from the Vice President, Supported Living to have the assistance of such other personnel from the Canadian Union of Public Employees, or from the Local as may be appropriate given the nature of the meeting, and permission shall not be unreasonably withheld.

3.4 Union Representatives

- a) The Union recognizes and agrees that Union representatives have their regular duties to perform in connection with their employment. Only such

time as is necessary will be taken up by the Union representative during working hours to carry out their functions under this Agreement, however, it is understood that said functions shall not interfere with their regular duties.

Permission to leave work or to conduct Union business during working hours shall be obtained as far in advance as possible from the immediate supervisor or their delegate. Such permission shall not be unreasonably withheld.

- b) At each work location, there shall be a union binder that is accessible to all staff. The union may utilize the employer's interoffice mail system to distribute material and correspond with its members. The representative will notify the site manager within a minimum of one business day prior to arriving onsite. The union representative will only be granted access outside of their normal working hours.

Union board – the union will have a board placed in each regional office. All materials posted must have an expiry date and will be removed by the union. Any and all items posted on the board will require approval by the Director or their designate within a minimum of one business day of the written request being received.

3.5 **Identification of Union Representatives**

The Union agrees to notify the Employer in writing of the names of the employees elected or appointed to represent the Union pursuant to the terms of this Agreement. The notice will contain the names and area of representation, or the committee, which the employee represents.

3.6 **Joint Committees**

The following committees shall be established, consisting of an equal number of representatives from the Union and the Employer.

a) **Negotiating Committee**

A Union Negotiating Committee shall be elected or appointed and shall consist of not more than 3 members of the bargaining unit.

Members of the Union Negotiating Committee shall suffer no loss of wages, benefits or seniority when attending negotiation meetings, of the collective agreement, with the employer, prior to conciliation.

b) **Joint Health and Safety Committee**

- i) The Employer and Union recognize their joint obligation to:
- Provide and maintain a safe healthy workplace
 - Support and promote an environment that is free of workplace violence and workplace harassment, and;
 - Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.
- ii) A regional Joint Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, with a minimum of one (1) Union and one (1) Employer representative unless otherwise legislated. There shall be one (1) Union representative from each work location. The Committee shall hold meetings at least once every three (3) months in order to jointly consider, monitor, inspect, investigate, review and improve health and safety conditions and practices and to discuss matters of mutual interest and concern to the parties. Minutes shall be taken of all meetings and will be posted.
- One member from the Regional Joint Health and Safety Committee shall be paid to attend the Agency Joint Health & Safety Committee Meetings which are usually held once every three (3) months at a central Agency location to jointly consider all aspects of the occupational health and safety conditions, practices and concerns throughout the Agency.
- iii) While recognizing the Employer's responsibility to ensure that service needs are met, the Employer also recognizes that the safety of its employees is important.
- The Health and Safety policy and the Safety from Workplace Violence policy shall be reviewed annually by the Joint Health and Safety Committee.
- iv) Should there be an incident of workplace violence that results in an Accident Investigation Report, a copy of the report shall be submitted to the Joint Health and Safety Committee. Should there be an incident of violence in the workplace requiring more than in house first aid, a debrief will occur with the employee in receipt of medical treatment and a union steward, as soon as practicable, and discuss methods to prevent or minimize further occurrences.

There is nothing in the aforementioned paragraph that limits the Union's right to request a meeting with the Employer.

- v) The Employer will provide personal protective equipment it deems necessary, which may include personal alarms, at no cost to the employee. The Joint Health and Safety Committee may also make recommendations for personal protective equipment.
- vi) The Employer will provide transportation, at its expense, for employees requiring off-site medical care for a work-related injury or illness. The employee who is being transported shall suffer no loss of pay for the time they spend waiting to receive medical attention at the hospital. If the employee is transported by another employee that employee shall suffer no loss of pay for the time spent transporting that employee and remaining at the hospital.

b) **Labour-Management Committee**

A Labour-Management Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a **minimum of three (3) Union and three (3) Employer representatives, plus one member from the Union and the Employer for purpose of taking minutes of the meeting.** The Committee shall hold meetings at least once every three (3) months for the purpose of an exchange of ideas and information on matters of mutual interest and concern and to monitor, review, investigate and improve workplace situations.

Agenda items from both parties to be exchanged at a minimum of three (3) days in advance (exclusive of weekends and holidays) of the Labour-Management Meetings. Minutes shall be taken of all meetings. It is understood that workload issues may be a discussion item at Labour- Management Committee meetings.

- c) Any other committee required by legislation.

3.7 **Work of the Bargaining Unit**

It is agreed that the Director, Manager, Coordinator, Clinical staff and Regional Administrative Assistants shall not perform work normally performed by the bargaining unit to such an extent as to directly cause the layoff of a bargaining unit employee.

- 3.8 It is agreed that volunteers, including students and co-op students who provide assistance to the Employer on a paid or unpaid basis, shall not be used in a

manner which replaces or reduces the regular hours of work for a bargaining unit employee.

- 3.9 Where an educational qualification for a job changes, bargaining unit persons in the job shall be deemed to have the educational qualification for the purposes of that job only.

ARTICLE 4: HUMAN RIGHTS

4.1 Discrimination

The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, place of origin, ethnic origin, religion, citizenship, sexual orientation, sex, record of offences, family status or disability as defined in the *Ontario Human Rights Code* nor by reason of their membership or activity in the Union.

4.2 Harassment

- a) The Employer and the Union recognize the right of all employees to work in an environment free from all form of personal and sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour. The parties agree that they will give their full support to the spirit and intent of the *Ontario Human Rights Code*, as amended and/or to other legislation that may be enacted from time to time for the purpose of protecting or strengthening these rights.
- b) Cases of harassment shall be eligible to be processed as grievances.
- c) Where the alleged harasser is the person who would normally deal with the first step of such grievance, the grievance will automatically be sent forward to the next step.
- d) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

ARTICLE 5: UNION MEMBERSHIP REQUIREMENT

5.1 Union membership

- a) All employees who are members of the Union at the time this Agreement becomes effective shall retain membership in the Union for the duration of

this Agreement unless promoted or transferred to a non-union job in accordance with Article 3.1

- b) As a condition of employment, new employees who comply with Article 3.1 shall join the Union.

ARTICLE 6: STRIKES AND LOCK-OUT

- 6.1 There shall be no strike or lock-out so long as the Collective Agreement continues to operate. The term "strike" and the term "lock-out" shall have their meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 7: CHECK-OFF OF UNION DUES

7.1 Check-Off Payments

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

7.2 Deductions

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which wages were paid and from which dues were levied. The cheque shall be accompanied by a list of the names, deductions, classifications, and the total amount of payroll from whose wages the deductions have been made. The Employer shall be notified in writing at least forty-five (45) days prior to any required change in Union dues or prior to any assessments.

7.3 Indemnity

The Union agrees to indemnify the Employer and save it harmless against all suits, claims, demands or other forms of liability arising from or related to the operation of this Article.

7.4 Dues Receipts

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

ARTICLE 8: CORRESPONDENCE

- 8.1 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Secretary or designate of the Union. The Union shall inform the Employer in writing of the name and address of the

Secretary or designate of the Union and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Vice President, Supported Living or their designate.

ARTICLE 9: EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 9.1 a) The Employer shall at the time of hiring, provide new employees with a copy of the Collective Agreement.
- b) The union shall, within five (5) working days of hiring, provide new employees with a list of Union representatives. The Union representatives will be allowed fifteen (15) minutes during working hours to provide the list and talk to the new employee.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Definition of a Grievance

A grievance is a written complaint by a party hereto relating to the application, interpretation, administration or alleged violation of this Collective Agreement. It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising out of the application or administration of this Collective Agreement.

Complaints shall be initiated within fifteen (15) days of the circumstances giving arise to the matter or when the employee ought to have been reasonably aware.

10.2 Resolution of Grievances

In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint a maximum of six (6) Stewards. In addition to the six (6) Stewards the President may also act in the capacity of a Steward. The Stewards may assist any employee, which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

It is understood that the Stewards will assist with the employee in the preparation of their grievance outside working hours where possible.

The Steward and the griever will be paid by the Employer for their attendance at any grievance meeting held within their regular working hours. The Union Business Tracking Form is to be completed and submitted at the end of every pay period.

The Employer acknowledges the rights and duties of the Union Steward as noted above. The Employer also agrees to recognize the President as a Steward.

The Union Steward or the President and the grievor shall have the right to attend the arbitration hearing.

Step 1

The employee shall first discuss the complaint or grievance with their Manager. The employee may have a Union Steward present during the discussion. If the complaint or grievance cannot be resolved within seventy-two (72) hours, a written grievance will be submitted to the Manager within seven (7) days of the complaint being brought to their attention. The Manager shall respond to the complaint in writing to the grievor and Steward (if one was present) within seven (7) working days of the complaint being brought to their attention.

Step 2

Failing satisfactory settlement:

Within ten (10) working days after the response is given under Step 1, the grievor shall submit the written grievance to the Director, Services and Supports or their delegate, specifying the nature of the grievance, the remedy sought and the section of the Agreement alleged to have been violated. The Director, Services and Supports and/or any other person designated by the Employer shall meet with the grievor and their Steward and/or President or their delegate to review the grievance within ten (10) working days following the receipt of this grievance. Both parties will endeavor to settle the grievance on a mutually satisfactory basis.

The Director, Services and Supports and/or their delegate will deliver their written response to the grievor with a copy to the Union within seven (7) working days from the day on which the grievance meeting was convened.

Step 3

Failing satisfactory settlement:

Within ten (10) working days after the response is given under Step 2, the grievor shall submit the written grievance to the Vice President Supported Living or their delegate, specifying the nature of the grievance, the remedy sought and the section of the Agreement alleged to have been violated. The Vice President Supported Living and/or any other person designated by the Employer shall meet with the grievor and their Steward and/or President or their delegate or conduct a grievance meeting by a Conference telephone call to review the

grievance within ten (10) working days following the receipt of the grievance. Both parties will endeavor to settle the grievance on a mutually satisfactory basis.

The Vice President Supported Living and/or their delegate will deliver their written response to the grievor with a copy to the Union within seven (7) working days from the day on which the grievance meeting or conference telephone call was convened.

10.3 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article may be by-passed.

10.4 **Mutual Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

The time limits in this Article may be extended upon mutually written agreement of the parties and will not be unreasonably withheld.

10.5 Working days shall mean Monday to Friday exclusive of Holidays.

10.6 **Mediation**

- a) At the mutual agreement of both parties the following mediation process may be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance procedure outlined in this Article and that has been referred by either party to Arbitration.
- b) The intent of this process is to provide a neutral 3rd party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- c) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session.
- d) Any concessions, discussions or offers to settle to the grievance, which occur during the mediation process, will be without prejudice or precedent by either party at arbitration should the matter not be resolved.
- e) The mediation session will be conducted at the written consent of both parties on a mutually agreed upon mediator.

- f) The employer and the Union shall each pay one-half the fees and expenses.

ARTICLE 11: ARBITRATION

11.1 Failing settlement under the grievance procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement including any question as to whether the matter should be referred to arbitration as herein after provided. The parties, by mutual written consent, may agree to a single arbitrator. If no written request for arbitration is received within ten (10) working days after the decision under Step 3 is given the grievance shall be deemed to have been abandoned.

11.2 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator within fifteen (15) days, the appointment shall be made by the Minister of Labour upon request of either party.

11.3 Decision of the Board

The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provision of this Agreement. The Arbitrator shall have all the powers set out in the Labour Relations Act.

11.4 Disagreement on the Meaning of Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.

11.5 Expenses of the Board

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

11.6 Amending of Time Limits

The time limit fixed in this arbitration procedure may be extended upon the written mutual consent of the parties.

11.7 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses. Payment of the time and expenses for an employee to attend an arbitration will be the responsibility of the party who requests the attendance.

ARTICLE 12: DISCIPLINE, SUSPENSION AND DISCHARGE

12.1 Discharge and Suspension Procedure

- a) An employee may only be disciplined or discharged for just cause. However, the parties agree that the discharge of a probationary employee shall be governed by a lesser standard. In particular, such discharge shall be set aside only if the discharge is arbitrary, discriminatory or in bad faith.
- b) Prior to calling a meeting for the express purpose of announcing discipline or dismissal, the Employer may choose to meet with the employee as part of its consideration and/or investigation into the issue in question. Where such a meeting takes place, the employee shall have the option of having a Union representative present at the meeting.
- c) The Employer agrees that where it has called a meeting for the express purpose of announcing discipline or dismissal, it will advise the employee in advance of the purpose of the meeting to provide the employee the opportunity to arrange to have a Steward present. If the employee is unable to arrange a Steward within one (1) day then the Employer shall arrange to have a Steward present. Where circumstances require the spontaneous imposition of discipline, the Employer will advise the Union President as soon thereafter as possible.
- d) The Employer will promptly confirm all disciplinary action in writing to the employee concerned. A copy of the disciplinary or warning letter will be presented to the union representative during the disciplinary meeting.

12.2 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.

ARTICLE 13: SENIORITY

13.1 Seniority Defined

- a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall be one of the factors considered in selecting applicants to vacancies as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

- b) All employees within the bargaining unit shall accumulate seniority for each hour worked from the most recent date of hire, according to the following formula: 1800 hours shall be deemed to be equivalent to one (1) year of seniority.
- c) The Employer shall create one seniority list which outlines each employee's position, hours worked (for non-full time employees), and years of services. For full-time employees, their years of service shall be their date of hire on the current seniority list. For non-full-time employees, their years of service shall be their total hours worked, subject to the limitations in this article.
No more than on-year of seniority shall be accumulated in one (1) calendar year.

13.2 **Seniority List**

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the first alphabetical order of surname. An up-to-date seniority list shall be sent to the Union and posted in all binders in January and July of each year.

13.3 **Probation for Newly Hired Employees**

- a) A newly hired full-time employee shall be on probation for the first ninety (90) calendar days in his/her employment.
- b) A newly hired non full-time employee shall be on probation for the first five hundred (500) hours worked.
- c) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. The parties recognize that the termination of a probationary employee may be the subject matter of the grievance and arbitration procedure set out in this agreement. However, the parties specifically agree that the appropriateness of the termination of a probationary employee is a matter for the discretion of the Employer and provided that the exercise of discretion in the termination of a probationary employee has not been arbitrary, discriminatory nor exercised in bad faith, then the Employer will have established cause for termination of a probationary employee.
- d) After completion of the probationary period in (a) or (b) above, seniority shall be effective from the original date of employment.

13.4 **Loss of Seniority**

An employee shall not lose seniority if absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer. An employee shall lose seniority and their employment will be deemed terminated in the event:

- a) The employee is discharged for just cause and is not reinstated;
- b) The employee resigns in writing;
- c) The employee is on layoff and fails to return to work within ten (10) working days after the first day of mailing of a notice of recall sent by registered mail unless the employee is unable to return to work due to illness or disability or other just cause. The refusal of an employee to accept recall to a position of a duration of three months or less will not result in termination of seniority and will not prejudice the employee's right to recall in the future. Laid off employees engaged in alternative employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination (not to exceed two (2) weeks) to accept the recall;
- d) The employee is absent from work for three (3) consecutive days without notification unless it was impossible in all circumstances to have notified the Employer;
- e) The employee retires; or
- f) The employee is laid off for a continuous period in excess of eighteen (18) months.

13.5 **Retention of Seniority Outside of Bargaining Unit**

No employee shall be reclassified or transferred to a position outside of the bargaining unit without their consent. If an employee is selected or transferred to a non-union position outside the bargaining unit, they will retain their seniority accumulated up to the date of leaving the bargaining unit for a period of twelve (12) months but will not accumulate any further seniority while in the non-union position. During this twelve (12) month period, the employee's accumulated seniority will be one of the determining factors when applying for vacancies in the bargaining unit.

If an employee returning to a position in the bargaining unit after the twelve (12) month period has elapsed, they will have no seniority for the purposes of this Agreement.

It is understood that it is an employee's total service with the Employer, regardless of Union affiliation, which will be used to determine entitlement to service related benefits and rate of pay.

ARTICLE 14: PROMOTIONS AND STAFF CHANGES

14.1 Job Postings

- a) When a new position is created, or when a vacancy or a temporary or permanent nature occurs, the employer shall immediately notify the Union in writing and post notice of position in the Employer's 'Applicant Tracking System' for a minimum of one (1) week, so that all members will know about the vacancy of new position. Temporary vacancies need not be posted unless it becomes known to the Employer that the temporary will exceed three (3) months in duration. The employee shall receive the start rate for the duration of the temporary assignment. Such temporary vacancy that exceeds three (3) months shall be posted internally in order to give bargaining unit employees a chance to apply. A bargaining unit employee who fills a temporary vacancy shall be returned to their former position at the end of the temporary vacancy. If such temporary vacancy ends earlier than the expected duration, the employee filling the temporary vacancy will return to their former position.
- b) In the case where no internal applicant has met the minimum qualifications on the job posting, an employee who has not completed the probationary period will be considered if they have met the listed qualifications along with external candidates.
- c) Upon completion of the temporary contract the employee will return to their former position, with their original date of hire for the purposes of wage increases and vacation entitlement. An employee shall not suffer any loss or benefits, or privilege as outlined in the collective agreement.

14.2 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and the anticipated sites(s) will be disclosed at the prescreen phase of the recruitment process.

It is understood that employees in all classifications are generally assigned to work with clients in locations appropriate to the needs of the client and the program. Such staff assignment transfer or reassignment is not considered to be filling or creating a positing vacancy for the purpose of this Article.

14.3 **Role of Seniority in Promotions**

Both parties recognize:

- a) The principle of promotion within the service of the Employer;
- b) That job opportunities should increase in proportion to length of service;
- c) That the primary consideration in filling a vacancy are qualifications and ability to perform the required duties in a competent manner as set out in the job posting; and
- d) Therefore, where qualifications and ability to perform the required duties in a competent manner are relatively equal, the senior applicant will be selected to fill the vacancy.

Appointments from within the bargaining unit shall be made within four (4) weeks of the closing date for applications unless there are extenuating circumstances which delay the selection process. Where possible, the successful applicant will be transferred to the new position within one (1) week of their appointment.

14.4 **Trial Period Upon Promotion or Reclassification**

The successful applicant will be placed in the position and will be considered to be "on trial" for a period of 3 calendar months. The Employer shall not curtail the trial period without just cause. Conditional on satisfactory service, the employee shall be confirmed in the position by the Employer after 3 calendar months worked. In the event the employee proves unsatisfactory in the position during the trial period, or unable to perform the duties, or requests to return to the duties of their former job classification, the employee will be returned to their former job classification, at the previous wage or salary rate, without loss of seniority. Any other employee moved or transferred because of rearrangement of positions, resulting from the above, shall also be returned to their former job classification at their previous wage or salary rate, without loss of seniority.

Full time employees may utilize accumulated vacation during the Trial Period.

Sick leave will be granted upon completion of the Trial period. There will be no prorating of sick leave based on the employee's start date. Should the employee resign or abandon their position, sick leave will be prorated upon the termination date.

In the event that the employer returns the employee to their previous position and/or the employee opts to return to their previous position, they will be paid out 5% in lieu of benefits on all earnings accrued during trial period.

14.5 **Notification to Employee**

Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted in all binders.

14.6 **Notification to Union**

The Union shall be notified in writing, as they occur and/or bi-weekly in the Change of Status report of all promotions, transfers, demotions, hirings, layoffs, recalls, leaves, resignations, retirements, deaths or other terminations of employment.

14.7 **Professional Development Opportunities**

The Employer shall post a notice of any relevant developmental opportunities for which employees may be selected. This notice shall contain the following information:

1. Type of program, workshop or seminar;
2. The subject and material covered; and
3. The time, duration and location of program.

Where possible, this notice shall be posted for a period of two weeks to afford all interested employees an opportunity to apply. Unless the employee is required by the Employer to attend a developmental opportunity, or unless otherwise agreed, travel, time and any other associated expenses incurred will be the responsibility of the employee and the employee will be given an unpaid leave of absence from work, if necessary, to attend the program.

Where an employee is required by the Employer to attend a developmental opportunity, any associated travel expenses (approved by the Employer), will be the responsibility of the Employer and the time spent attending the program including travel time from place of work, shall be considered to be time worked at straight time.

ARTICLE 15: LAYOFFS AND RECALLS

15.1 **Definition of Lay-off**

A lay-off shall be defined as a reduction in the work force or a reduction in the normal hours of work of an employee (as set out in Article 16.1) where such reduction in hours is not uniformly applied to all employees within the classification.

15.2 **Role of Seniority in Lay-offs**

In the event of a reduction in the workforce, probationary employee will be the first to be laid off. Thereafter, employees shall be laid off in reverse order of the Kerry's Place Autism Services bargaining wide seniority. That is, the most junior employee in the classification in which surplus exists will be declared surplus.

An employee who has been declared surplus and is about to be laid off may displace the most junior employee (of lesser seniority) in another position in a lower classification, in the bargaining unit, provided the surplus employee has the skill, ability and qualifications to perform the work of the employee with lesser seniority.

An employee who receives a notice of lay-off may, within seven (7) days of receipt of such notice, elect to bump a less senior member of the bargaining unit. There shall be no "bumping up". It is agreed that Autism Support Assistant and Overnight positions shall be considered equivalent for bumping purposes.

15.3 **Recall Procedure**

Employees shall be recalled in the order of their seniority provided they have the skill, ability and qualifications to perform the required work. Autism Support Assistants have no right of recall to the Autism Support Associate.

15.4 **No New Employees**

New employees shall not be hired until those who have been laid off and have the qualifications, skill and ability to do the required work have been given the opportunity of recall.

15.5 **Advance Notice of Lay-Off**

In the event of a layoff, the Employer will provide affected employees with notice in accordance with the Employment Standards Act to a maximum of eight (8) weeks' notice to the affected employee.

Should an employee be laid off without the required notice, the Employer will provide pay in lieu of that portion of the notice period for which the required notice was not provided.

Where there are unforeseeable events or circumstance such as fire or flood which make the performance of work impossible, the Employer is not required to provide the above notice.

15.6 **Grievance on Lay-Offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance procedure.

ARTICLE 16: HOURS OF WORK

This data is to be analyzed and become a standing item in Labour Management Meetings:

- 16.1 The Employers current practice shall continue, namely the hours of work for Autism Support Associates and Autism Support Assistants, for the life of this Agreement shall not be reduced below their contracted hours. The normal hours of work for Autism Support Associates shall be no more than seventy-five (75) hours in a two (2) week period. The current practice of taking paid meal breaks with clients will continue. Grandparent existing overnight employees with eight (8) shifts of ten (10) hours of duration each per two (2) week pay period. Schedule change notice to employees will increase one week with each additional year of service, as per current practice up to eight (8) weeks.

Full-Time

The normal shifts for full time employees shall be seven and one-half (7 ½) hours.

Part-Time

Part time employees are either scheduled to work or called in to work on an "as needed" basis and are employed under an arrangement whereby the employee may elect to work or not when called in to do so. Part Time hours should not exceed thirty (30) hours per week on a consistent basis. It is agreed that where an Autism Support assistant is scheduled to work a twelve (12) hour shift, the employee may arrange to split the shift with another employee provide the changes are documented on the schedule and provided each employee works a minimum of three (3) hours.

Part time employees are required to work four (4) shifts per calendar month, provided that the employer has available shifts. They must have a minimum of four shifts showing as available for each month before the schedule is posted. At least two of those shifts should fall on the weekend. Part time employees cannot exceed thirty (30) days without working one (1) shift. Part time employees will be required to work a minimum of three (3) statutory holidays per year.

Overnight (awake / asleep)

Full time Overnight employees will be on site and available to provide client care for a period of up to ten (10) hours which will commence not earlier than 9:00 pm and will end no later than 9:00 am.

Part time employees working an overnight shift will be on site and available to provide client care for a period of up to thirteen (13) hours and will commence at a time agreeable by the employee and site manager, or delegate.

Full time overnight employees will be contracted to work either thirty (30) hours per week or forty (40) hours per week dependent on site need.

The incumbent (full time or part time) will be paid out for their shift based on hours worked and the needs of the site. They will receive no less than a minimum of: Overnight Asleep (contracted employee or shift): six (6) hours at the asleep rate; one (1) hour at the overnight awake rate; remaining hours will be at the employee's regular rate two (2) – three (3) hours.

Overnight Awake (contracted employee or shift): five (5) hours at the overnight awake rate; the rest of the hours will be asleep hours or awake hours. An employee will be paid in accordance to the work being performed while on shift.

In matters of emergency that require the incumbent to perform duties associated with a documented client care situation for a period of one (1) hours or more, the incumbent shall be paid at the current overnight awake rate. When the incumbent is requested to extend their schedule hours, they shall be paid the current assistant / associate rate for all hours worked beyond their schedule.

Where an overnight asleep or overnight awake contracted employee attends training, professional development days, meetings etc. during regular business hours, they will be paid at their Assistant or Associate regular rate of pay.

Scheduling will occur on a consistent basis, and will be based on the needs of each site.

16.2 Work Schedules

Work schedules will cover a minimum of a four (4) week period. The schedule will be posted at least two (2) weeks in advance of the first day of work covered by the schedule. It is understood however, that the content, preparation, posting and administration of work schedules is the sole responsibility of the Employer. Work schedules are designed based on the known client needs at the time of posting and may be revised by the Employer as client needs dictate.

16.3 **Split Shifts**

There shall be no split shift for full time employees.

16.4 **Exchange of Shifts**

Employees may be allowed to trade shifts or days off, providing there is no adverse effect, does not lead to overtime and that the required paperwork is completed in writing or electronically and submitted to the Employer and approved by the Employer. Such approval will not be unreasonably withheld.

16.5 **Remaining on Shift**

In the event that, at the end of a shift the staff member scheduled to work the next shift does not show up at the scheduled time and there is no other staff member present to cover until the next shift employee arrives, the previous shift employee shall remain until coverage can be arranged. In such event if the senior employee on shift is unwilling to remain on shift, the Employer shall be able to require the most junior qualified employee who would not be in an overtime position, to remain on shift until a qualified replacement can be found. Overtime rates will commence two and a half hours after the end of the employee's originally scheduled shift.

16.6 **Rest Periods**

Employees will be granted a fifteen (15) minute rest period at the work location without loss of pay during each half of each shift as near to the mid-point of the half shift as practicable and it is understood that clients may be present.

16.7 Nothing in this Article shall be construed as any guarantee of work.

16.8 When "Autism Support Assistant" is used in this Agreement it shall include 'Overnight Asleep' employees unless otherwise expressly stated.

16.9 In cases of unforeseen events such as family illnesses, emergencies, unexpected childcare responsibilities or other similar matters, the Employer can agree to:

- a) Grant unpaid leave to an employee
- b) Permit the employee to exchange shifts with another employee
- c) Permit the employee to take a flexible holiday.

The parties agree that employees shall not seek to use the leave provisions of this paragraph for sick leave and that leave under this paragraph can be granted on short notice.

ARTICLE 17: OVERTIME

17.1 Overtime Defined

The Employer's current practice shall continue, namely overtime at the rate of time and one-half (1 ½) the employee's regular hourly rate shall be paid for all time worked in excess of forty-four (44) hours per week.

17.2 Payment for Supply of Meals

The Employer agrees to pay employees the cost of their meals provided:

- a) The employee is on work time or at a site other than their normal work site during the normally accepted meal times.
- b) The employee submits receipts proving the cost of such meals.
- c) Such costs shall not exceed eight dollars (\$8.00) for breakfast, twelve dollars (\$12.00) for lunches and twenty dollars (\$20.00) for dinner. If the cost for meals exceeds the allotted meal allowance while an individual is supported on an out of country/province vacation it is agreed that the employer shall reimburse the staff up to a maximum of an additional \$10.00 per day for meals with the accompanying receipts. Any other accompanied trip will require prior management approval to exceed the daily meal allowances.
- d) The current practice of meal deduction for Full Time Employees of nine dollars (\$9.00) / pay period or ten cents (\$0.10) / hour Part Time employees shall continue.
- e) Autism Support Associates working within the SILS program are excluded from meal deductions.

Money to cover job related expenses will be supplied/given to the staff prior to the undertaking of excursions/activities. It is agreed that staff must provide a receipt to the Employer upon return to the workplace (or other written documentation where if it is impossible to obtain a receipt due to the nature of the activity) detailing how the funds were expended.

17.3 Compensation for Work in Excess of Normal Weekly Hours

A full time employee shall not be required to layoff during regular hours to equalize any overtime worked. Full time employees shall not be required to layoff to compensate for overtime hours worked.

Part time Autism Support Assistants will be paid straight time for hours worked up to forty-four (44) hours per week period. All hours beyond forty-four (44) hours per week period will be considered overtime and will be paid at the rate of time and one-half (1 ½) for each hour.

17.4 Equitable Distribution of Overtime

The requirement to work overtime is generally limited to those infrequent and unforeseen situations where an employee is called in to work or asked to remain at work when another employee is absent from work unexpectedly.

While it is the Employer's intention to minimize the need for overtime, it shall be divided equitably among employees who are available and qualified to perform the available work at that location first. Overtime is voluntary, however it is understood that overtime may be required to ensure adequate staff coverage. In such event if the senior employee on shift is unwilling to remain on shift, the Employer shall be able to require the junior qualified employee to remain on shift until a qualified replacement can be found.

17.5 Call Back Pay Guarantee

A full-time employee who is called in and required to work on their scheduled day off, or is required to work outside their regular working hours when there is a break between such period of additional work and their regular hours of work, shall be paid for a minimum of three (3) hours at overtime rates. When the work called for is completed, the employee shall be allowed to leave. Autism Support Assistants who are called into work shall not receive less than three (3) hours at the appropriate rate of pay.

ARTICLE 18: PAID HOLIDAYS

18.1 The Employer recognizes the following as paid holiday:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Christmas Day
Boxing Day	

and any other day declared or proclaimed as a holiday by the Provincial Government.

Scheduling of statutory holidays will be as follows:

Full Time Employees will be paid for holidays on the basis of seven and one-half hours (7 ½) pay at straight time rates provided that they:

- a) work the last full scheduled shift on the working day which immediately proceeds such holiday, and the first full scheduled shift which immediately follows such holiday unless such absence is due to a legitimate illness or leave approved by the Employer.
- b) are on the active payroll of the Employer and not on leave of absence, Workplace injury insurance, lay-off or in receipt of long-term disability payments or short-term disability payments
- c) Any employee volunteering to work will be required to submit a statutory holiday request form 60 days prior to the schedule being posted. Such request shall be granted in order of seniority within each site.
- d) Remaining vacant statutory holiday shifts will be assigned to part time employees in reverse order of seniority.

18.2 **Flexible Days**

All full time employees will be entitled to two (2) flexible holidays, to be taken at a time that is mutually agreeable. For pay purposes, the flexible holidays will be treated as vacation days and in accordance with policy HR-429 Vacation and Flex Days. Full time employees may increase their flexible holiday as set out in article 19.8.

18.3 **Pay for Regularly Scheduled Work on a Paid Holiday**

A full time employee who volunteers to work on a paid holiday shall be paid at time and a half (1 ½) for all hours worked and are paid holiday pay in accordance with the Employment Standards Act.

All overtime shall be paid at one and a half (1 ½) times the regular rate. There shall be no banking of lieu time.

18.4 **Compensation for Paid Holidays Falling on Scheduled Day Off**

When any of the above noted paid holidays falls on a full-time Employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed.

18.5 Part Time Employees Pay for Paid Holidays

- a) Part-Time Employees who work on a paid holiday as per Article 18.1 shall be paid at time and one-half (1 ½) for all hours worked and are paid holiday pay in accordance with the *Employment Standards Act*.
- b) Part-Time Employees not scheduled to work on a paid holiday shall be paid in accordance with the *Employment Standards Act*.

ARTICLE 19: VACATION

19.1 Full Time Employees

Full Time employees shall receive an annual vacation with pay in accordance with the following based on their service commencing on the date they become full time.

- a) Accrual of vacation time shall commence on the date they become full time.
- b) Employees whose services are terminated prior to the expiry of their probationary period will receive a payment of four percent (4%) of gross pay in lieu of vacation.
- c) Employees will continue to accrue vacation during the first thirty (30) days of an unpaid leave of absence. Employees on an unpaid leave of absence greater than thirty (30) days will cease to accrue vacation until they return to work.
- d) Employees who terminate their service will have their vacation entitlement prorated, calculated on service from April 1st to the date of termination and the monetary equivalent of any unearned but used vacation shall be deducted from the final pay cheque and this shall be sufficient authorization to make such deductions.

Weekly Contracted Hours	1-5 years	5-10 years	10+ years
	Vacation Hours/Year	Vacation Hours/Year	Vacation Hours/Year
30	120	150	180
37.5	150	187.5	225
40	160	200	240

- e) Employees may, upon written request, carry over up to two (2) times their weekly contracted hours earned, but unused vacation days to the next vacation year provided such carryover vacation shall be used within the first three (3) month period in the new fiscal year. Vacation will not be accumulated but must be taken within the current fiscal year unless with the approval of the Manager.
- f) It is understood that pregnancy/parental leaves in accordance with Employment Standards will not result in any prorating of Employment Standards vacation entitlement providing that the employee returns to work following the pregnancy/parental leave and does not take an extended pregnancy/parental leave.

19.2 **Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, they will be allowed an additional vacation day with pay at a time mutually agreed upon.

19.3 **Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year, prior to using their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation upon termination.

19.4 **Preference in Vacation and Vacation Schedule**

Each employee shall request their vacation by April 1. The Employer shall finalize the vacation schedule and post by May 1. 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. Once vacation schedules are posted in the binders the vacation shall not be altered except by mutual agreement between the employee and Employer and Union.

Vacation will be scheduled and approved based on seniority within a scheduling site.

19.5 **Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation of a maximum of a two (2) week period unless mutually agreed upon between the employee and the Employer.

19.6 An employee may request throughout the vacation year to take one or more days at a time. Such request shall be granted upon mutual consent between the employee and the Employer. Any vacation taken in this manner must be requested by the employee by submitting a written or electronic request to the Manager specifying the dates on which the employee wishes to take vacation prior to the schedule covering that period of time being posted. Unless otherwise agreed, fifty percent of vacation will be scheduled prior to October 1 and the remaining must be scheduled by January 1. In the event that an employee fails to submit vacation requests for all vacation entitlement prior to the last sixty days of the vacation year, the Employer reserves the right to schedule the employee's vacation. Ninety days before the end of the vacation year any employee with unused vacation shall be provided with a written update by the Employer outlining the amount of vacation time left.

19.7 **Compensation for Vacation Pay for Part Time Employees and Temporary Staff**

Part Time employees and temporary staff will receive a minimum of four percent (4%) of gross pay and six percent (6%) after five (5) years of employment in accordance with Ontario Employment Standards Act (ESA). Vacation pay will be paid out each pay period.

19.8 All Full Time employee who are eligible to receive vacation as set out in 19.1 (b) to (e) are entitled to designate up to three (3) days of their vacation day entitlement as additional flexible holidays under Article 18.2. These three (3) additional flexible holidays will be deducted from the employee's vacation entitlement and shall be treated as flexible holidays. All eligible employees shall advise the Employer, in writing or electronically of how many vacation days, to a maximum of three, they wish to have converted to flexible holidays. Such notice shall be provided to the Employer no later than March 31 of each calendar year.

19.9 The Employer will assign volunteers, from the scheduling location first and others thereafter, from the overnight employees who are willing to accept additional shifts to cover vacation time for other overnight employees. The Employer will request that overnight employees indicate whether they wish to volunteer for such shifts and the Employer will create a list of such volunteers for each scheduling location. The list shall be reviewed and updated from time to time. Scheduling of such shifts shall not exceed eighty-eight (88) hours in a given pay period. Any unfilled shifts after the above process, shall be filled using the call-in schedule.

ARTICLE 20: BENEFIT PLANS

20.1 The Employer will pay one hundred percent (100%) of the monthly premium cost for the following benefits for Full Time employees who have completed their probationary period and are not on leave of absence or layoff:

- (a) Extended Health Care;
- (b) Life Insurance Plan;
- (c) Short Term Income Protection Plan;
- (d) Dental Care;
- (e) Employee Family Assistance Program

During the course of negotiations for this collective agreement, the parties acknowledged the Employer's decision to opt out of WSIB coverage effective January 1, 2014. Effective January 1, 2014, the Employer shall pay 100% of the monthly premium cost to the insurance carrier of its choice, for all bargaining unit employees, who are not on leave of absence or layoff, insurance coverage for occupational illness and injury subject of the terms of the insurance policy. It is agreed, that the Employer may change the carrier provided the level of benefit is no less than what was in existence just prior to the change in carriers. The Employer and the Union will meet and review any changes in the insurance coverage where the carrier is changed, to demonstrate that the level of benefit is no less than before the change in carriers.

It is understood that the obligation on the part of the Employer to pay the monthly premium costs for any benefit for any employee or their dependents will not apply in the event that the employee or their dependents are covered for any one or more of the benefits under a policy or plan which is provided for and paid for by the Employer of the husband or wife of any employee.

The Employer may agree for an employee to continue their benefit coverage while on leave. The employee will make satisfactory arrangements to reimburse the Employer for the full premium cost.

20.2 **Extended Health Care**

The Extended Health Care Plan covers reimbursement for prescription drugs, semi-private hospital care, vision care \$250.00 every 24 months and other benefits as described in the brochure provided by the carrier.

20.3 **Life Insurance and Accidental Death & Dismemberment**

The amount of life insurance is based on one *times* annual earnings rounded to the next higher \$1,000.00 to an overall maximum of \$75,000.00. The amount of insurance reduces by 50% at age 65 and terminates at age 70, retirement, or termination of employment.

20.4 **Dental Care**

The Dental Care plan is outlined in the brochure provided by the carrier and includes reimbursement at the current O.D.A. free schedule subject to annual maximums.

20.5 **Long Term Income Protection**

This is an employee paid benefit for full-time employees to provide income protection for legitimate absences from work. Benefits commence from the 121st day of disability to a maximum for two (2) years or the age of 65 whichever occurs first, or until the employee is able to return to work. The conditions are as set forth by the Insurance Company. This income protection applies only to staff who are considered full-time and have successfully completed their probationary period. The benefit is for 66.67% of monthly earnings to a maximum of \$4,000.00 per month. As the policy is paid by the employee with after tax dollars, this income is not taxable.

20.6 **Pension Plan**

Participation in the pension plan is optional for **all employees** who have completed one (1) year of employment and meet the qualifying requirements of the plan and applicable legislation. A deduction of three percent (3%) of the participating employee's normal gross salary will be made from each pay. The Employer will also contribute three percent (3%) of the employee's same gross pay. Each year the participating employee will receive a record of contributions made to the plan by both the employee and the Employer.

20.7 Part Time employees will receive five percent (5%) of gross pay in lieu of benefits.

20.8 **Sick leave**

(a) **Sick Leave Policy**

Each full-time employee who has completed their probationary period and is not on leave of absence or layoff is allowed a maximum of ten (10) work days each fiscal year. Sick leave is not accumulated beyond one year and is not subject to any reimbursement if not used. Ten days per year works out to be .83 days per month which will be prorated when an employee starts or terminates during the year.

(b) **Method of Payment**

These days are for legitimate absences due to illness only and will be paid for at one hundred percent (100%) of normal salary until the ten (10) sick

days are used up. If the illness has lasted for three (3) days or more, a doctor's certificate will be necessary before an employee can return to work. A certificate will also be requested, at the discretion of the Manager, before an employee returns to work if the illness is recurring or, if in the opinion of the Manager, there is some question as to the present health of the employee in their ability to work or if the possibility of passing communicable diseases exists.

- (c) Paid sick days for part-time employees.

Part-time employees who have completed their probationary period and are not on a leave of absence or layoff, are allowed a maximum of two (2) paid sick days (total 15 hours) each fiscal year. Sick time is not accumulated beyond one year and is not subject to any reimbursement if not used. These sick days are for legitimate absences due to personal illness only.

ARTICLE 21: LEAVE OF ABSENCE

21.1 Bereavement Leave

Provided an employee is scheduled to work, the Employer will grant, upon application, a bereavement leave for an employee to arrange for and attend the funeral. This leave will be granted on the basis set out below, and will be without loss of pay and benefits and without loss of seniority:

- (a) Three (3) days' leave for a member of the employee's household which shall be defined as the employee's husband, wife, common-law spouse, same sex spouse, parent, step-parent, child, step-child or sibling;
- (b) Two (2) days' leave for a mother/father-in-law, grandchild;
- (c) One (1) day's leave for a grandparent, sister/brother-in-law, step sister/brother-in-law.

For the purposes of this Article an employee must work an average of thirty (30) or more hours per week over the twelve (12) week period immediately preceding the week in which the funeral is scheduled, in order to qualify for such leave.

21.2 Jury and Witness Duty

(Full Time Employees)

A Full Time Employee will be granted a leave of absence with pay at their straight time hourly rate for the normally scheduled number of hours the

employee would have otherwise worked for the purpose of serving jury duty, or as material witness subpoenaed by the Crown to attend a court of law or coroner's inquest, provided that the employee reimburses the Employer to the full amount of jury pay or witness fees, excluding the expense allowance received.

21.3 Convention or Seminar Pay Provisions

Upon request to the Employer and with one (1) week notice an employee elected or appointed to represent the Union at conventions or seminars shall be allowed leave of absence with benefits, such leave will not exceed an aggregate total of fifty (50) days in any calendar year and will not unduly interfere with the operational requirements of the Employer, such permission will not be unreasonable withheld.

21.4 Time Off for Elections

Employees will be allowed the number of hours required by legislation to attend the polls, in any Federal Provincial or Municipal election or referendum, without loss of pay or seniority.

21.5 General Leave

An employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause and will not unduly interfere with the operational requirement of the Employer.

Seniority will not accumulate during Leave of Absences greater than one (1) month, such request shall be in writing and approved by the Employer, such approval shall not be withheld just cause.

PREGNANCY LEAVE AND PARENTAL LEAVE OF ABSENCE:

21.6 Protection During Pregnancy/Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with the *Employment Standards Act*.

21.7 Length of Pregnancy/Parental Leave

An employee shall receive pregnancy and parental leave in accordance with the *Employment Standard Act*. An employee may extend the unpaid leave to eighteen (18) months. While on pregnancy / parental leave an employee shall retain their full time employment status and rights and shall accumulate seniority under the Collective Agreement.

21.8 **Employer Payment of Employee Benefits During Pregnancy/Parental Leave**

During the period of pregnancy/parental leave, the Employer shall continue to pay its share of the premiums for a maximum period of fifty-two (52) weeks for the following benefits in accordance with Article 20.

1. Life Insurance & AD&D.
2. Extended health care including vision care, prescription drugs, semi-private coverage, and dental.

The Manager shall arrange with the employee a mutually agreed upon payment schedule for the employee's share of the benefits during the pregnancy/parental leave and for the full cost of the benefits if the pregnancy/parental leave is extended beyond the period the pregnancy/parental leave set out in the *Employment Standard Act* pursuant to Article 21.7.

21.9 **Procedure Upon Return from Pregnancy/Parental Leave**

When an employee decides to return to work after pregnancy/parental leave they shall provide the Employer with at least four (4) weeks' notice. On return from pregnancy/parental leave, the employee shall be placed in their former position. If the former position no longer exists or there had been a layoff such that the employee no longer has sufficient seniority to hold the position the employee shall be entitled to exercise their seniority rights pursuant to Article 15.

21.10 **Adoption Leave**

An employee who has legally adopted a child and is entitled to parental leave under the *Employment Standards Act* shall be entitled to extend the unpaid leave up to eighteen (18) months and shall receive the benefits coverage set out in Article 21.8 for the period the parental leave.

21.11 **Education Leave**

The Employer may accommodate an employee who requests time off, one day or evening a week to attend a course at a recognized educational institute and will not unduly interfere with the operational requirements of the Employer.

ARTICLE 22: PAYMENT OF WAGES AND ALLOWANCES

22.1 **Pay Days**

All employees are paid every two (2) weeks on a Friday. Rates of pay will be set out in Schedule "A" and will be paid by direct deposit.

22.2 Rate of Pay on Reclassification or Promotion

- a) An employee who is promoted, reclassified, or temporarily reassigned to a higher rated position will received the rate of pay for that position commencing on the date the new duties are commenced.
- b) Current practice with respect to the payment of Autism Support Associates who are assigned by the Employer to temporarily perform work in a lower paid position shall continue.

22.3 Automobile Allowance

Some occasions will occur when a company vehicle will not be available for a scheduled outing and the employee will be authorized by the Manager to use their personal automobile. On these occasions the employee can use their own vehicle and will be reimbursed at the per kilometer rate determined by the Employer's applicable policy. The ownership of an automobile shall not be a mandatory condition of employment for current employees but may be mandatory for employees hired after October 28, 1997.

22.4 Shift Premiums

Effective October 6, 2022, there will be a weekend shift premium of ten cents (\$0.10) per hour. Any hours worked, must be approved by the Manager or their designate, between the hours of 7:00AM to 10:00PM, on either Saturdays or Sundays only, will be eligible for this premium.

ARTICLE 23: JOB CLASSIFICATION AND RECLASSIFICATION

23.1 Job Description

Job Descriptions will be developed and/or kept current for each full-time and part-time position. Each employee will be provided with a copy of their job description at the time of hire and at such time as it may be revised thereafter as a result of a change to the job duties. A copy of all job descriptions will be sent to the Union.

23.2 No Elimination of Present Classification

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

23.3 Changes in Classifications

When a new job is created or the duties of an existing job are changed such that a new position is created, the Employer will develop / revise the job

description setting out the duties to be performed. If the parties are unable to agree on the rate for the position, such a dispute may be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of the job titles.

ARTICLE 24: CONTRACTING OUT

- 24.1 Except in cases of emergency, the Employer agrees not to contract work that is normally performed by members of the bargaining unit. Should the Employer deem it necessary to contract out bargaining unit work, the Employer shall notify the Union in writing, twenty (20) calendar days in advance or when it first becomes aware of the need to contract out work, so that discussion can commence between the parties outlining the type of work to be contracted out and the rationale for contracting out the work. No bargaining unit employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

ARTICLE 25: GENERAL CONDITIONS

25.1 Personnel Records

An employee shall have the right to have access and review their personnel record in the presence of designated personnel staff and to receive copies of any documents on their file if they have not already received copied. All employees' personnel records are to be kept in one central location and the union shall be notified of such location. An employee shall have the right to include with any record their comments related to that record.

An employee shall have access to review their personnel file, provided the employee is not scheduled on shift and two (2) business days notice (48 hours minimum) is given in advance.

25.2 Adverse Report

The record of an employee shall not be used against him/her at any time after eighteen (18) months of active service following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Any leave available through the Employment Standard Act (ESA) is considered active services.

- 25.3 The Employer agrees to continue to adhere to its applicable policies on the transfer / relocation of employees.

- 25.4 The Employer will pay for travel to other work locations (as per policy FA-218a – travel and hospitality expense procedure).
- 25.5 Employees will be paid for lost time when attending employer approved training days and seminars.
- 25.6 At each work location there shall be a Union Binder that is accessible to all staff.

ARTICLE 26: COPIES OF THE COLLECTIVE AGREEMENT

26.1 The cost of providing copies of the Collective Agreement will be shared equally between the Union and the Employer. Copies of the Agreement will be delivered one month from the point of ratification.

26.2 Plural or Feminine Terms May Apply

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

26.3 Inclusive Pronoun

For the purpose of interpretation, the inclusive pronoun, “they” shall represent all genders, and similarly the plural shall include the singular “their” and vice versa, as applicable.

ARTICLE 27: DEFINITION OF EMPLOYEES

- 27.1 (a) A full-time employee is defined as an employee who is regularly scheduled to work thirty hours or more.
- (b) A part-time employee is defined as an employee who is not guaranteed to be scheduled for a specific number of shifts. They are required to work a minimum of 4 shifts per calendar month.
- (c) Fixed-term employees refer to employees in the bargaining unit working in full or part-time positions, who are employed for temporary work for a predetermined period of time. If the temporary work becomes redundant, prior to the expiration of the contract, the employees may be terminated with notice pursuant to the Employment Standards Act. If the employee held a previous position within the bargaining unit, they shall be returned to that position.
- (d) Volunteers: Volunteers are not bargaining unit employees. Nothing in this agreement shall preclude the Employer from utilizing volunteers in the

performance of any work. However, volunteers will not be used to replace a bargaining unit employee.

27.2 Temporary Employee

A temporary employee is a person hired to perform work within the bargaining unit for a fixed period not more than twenty-four (24) consecutive months. It is agreed that such employment shall terminate at the expiry of the fixed period and such termination shall not constitute a dismissal or discharge for the purpose of this Collective Agreement. In all cases the conditions of work for temporary employees shall be given to the employees upon commencement. A copy of this document shall be sent to the Union.

27.3 Conditions of Hiring

A temporary employee will be hired only to replace a regular employee who is absent due to sickness, accidents, vacation, pregnancy / parental leave or leave of absence approved by the Employer under a contract of 12 months or less. Any other employee shall only be considered a temporary employee where they are employed for a special task or project that is mutually agreed upon by the parties to this Agreement.

27.4 A temporary employee will be covered by all terms of the Collective Agreement with the exception of:

a) **Article 13: Seniority**

However, should a temporary employee be hired for a regular job in the same classification immediately following temporary employment then, upon completion of his probation period, Article 13 will apply with the last date of hire becoming their seniority date.

b) **Article 14: Promotion and Staff Changes**

However, a temporary employee may apply and will be given consideration for the job if no bargaining unit employee has applied for and received the job.

c) **Article 15: Lay-offs and Recalls**

d) **Article 20: Benefit Plans**

e) **Article 21: Leave of Absence**

f) **Article 18**

Where a temporary employee meets the requirements of the *Employment Standards Act* he/she will receive the Paid Holidays listed in Article 18.

g) **Article 19**

Temporary employees shall receive four percent (4%) of salary for vacation pay upon termination except where a temporary employee receives a regular position then they shall be entitled to vacation as in Article 19 with their anniversary date being their last date of hire.

ARTICLE 28: TERM OF AGREEMENT

- 28.1 This agreement will become effective October 6, 2020 and will continue in effect up to and including October 5, 2023.
- 28.2 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.
- 28.3 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations will commence not later than fifteen (15) days after such notice or as soon thereafter as it mutually agreed.
- 28.4 If pursuant to such negotiations an agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement will continue in effect in accordance with terms of the *Ontario Labour Relations Act*.
- 28.5 When the Employer receives increased funding from the Ministry for enhancements to the existing compensation / benefits package they will meet with the Union within thirty (30) days to negotiate the allocation of such increased funding.
- 28.6 The parties agree that the 3-year Collective Agreement shall be a one (1) % wage increase in October 6, 2020-2021; one percent (1%) increase in October 6, 2021-2022 and one percent (1%) wage increase in October 6, 2022-2023. Retroactive payments from October 6, 2020 to the date of ratification to be paid within three (3) pay periods following ratification. The payment will be made as a separate deposit on a separate pay statement, on a regular scheduled pay date.
- 28.7 Wage increases would be retroactive to October 6, 2020.
- 28.8 Signing Bonus. \$127.00 for all active staff to be paid within three (3) pay periods following ratification. The payment will be made as a separate deposit on a separate pay statement, on a regular scheduled pay date.


ARTICLE 29: CHANGES TO THIS AGREEMENT

29.1 Any changes to this Agreement which are deemed necessary by the parties will be made only upon mutual agreement and may be made at any time during the life of this Agreement.


For the purposes of the above-noted paragraph, a modification or amendment of the Collective Agreement during its operation, as agreed upon in writing by the parties, shall be subject to ratification by both parties before coming into force. It is agreed that both parties shall expeditiously seek ratification by their respective principle. For the sake of clarity, an agreement of the parties, whether written or not, regarding the interpretation, application or administration of the Collective Agreement, during its operation does not require ratification.

Dated this day of December 21, 2023.

Signed on behalf of the Union:




Kimberly Pincivero (Dec 13, 2023 19:41 EST)



Nina Langer (Dec 16, 2023 11:05 EST)

Signed on behalf of the Employer:





Laura-Lee Hamilton

**Schedule A – Wages
Kerry's Place Autism Services
CUPE Dufferin/Peel Salary Grid**

KERRY'S PLACE AUTISM SERVICES CUPE DUFFERIN/PEEL Salary Grid Effective October 6, 2020 - October 5, 2021 – 1%					
Levels of Rate of Pay					
Position	First	Second	Third	Fourth	Fifth
Autism Support Associate	\$18.90	\$20.08	\$21.25	\$22.43	\$23.60
Autism Support Assistant	\$16.27	\$17.27	\$18.29	\$19.32	\$20.33
Overnight Awake				\$18.34	\$19.31
Residential Care Worker	\$15.15		\$15.90	\$16.80	\$17.66
Overnight Sleep	One Rate @ \$15.15 hour				

KERRY'S PLACE AUTISM SERVICES CUPE DUFFERIN/PEEL Salary Grid Effective October 6, 2021 - October 5, 2022 – 1%					
Levels of Rate of Pay					
Position	First	Second	Third	Fourth	Fifth
Autism Support Associate	\$19.09	\$20.28	\$21.46	\$22.65	\$23.84
Autism Support Assistant	\$16.43	\$17.44	\$18.47	\$19.51	\$20.53
Overnight Awake				\$18.52	\$19.50
Residential Care Worker	\$15.30		\$16.06	\$16.97	\$17.84
Overnight Sleep	One Rate @ \$15.30 hour*				

**Minimum wage increased to \$15.00 effective January 1, 2022
\$3 Wage Enhancement added effective June 26, 2022.*

KERRY'S PLACE AUTISM SERVICES CUPE DUFFERIN/PEEL Salary Grid Effective October 6, 2022 - October 5, 2023 – 1%					
Levels of Rate of Pay					
Position	First	Second	Third	Fourth	Fifth
Autism Support Associate	\$22.28	\$23.48	\$24.67	\$25.88	\$27.08
Autism Support Assistant	\$19.59	\$20.61	\$21.65	\$22.71	\$23.74
Overnight Awake				\$21.71	\$22.70
Residential Care Worker	\$18.45		\$19.22	\$20.14	\$21.02
Overnight Sleep	One Rate @ \$18.45 hour				

Includes \$3 Wage Enhancement effective June 26, 2022.

LETTER OF UNDERSTANDING #1

Between

KERRY'S PLACE AUTISM SERVICES
(Hereafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5284
(Hereafter referred to as the Union")

RE: Developmental Sector Capacity Funding (20% for Precarious Work Issues)

The Employer and the Union have agreed that the twenty (20) % portion of Capacity Funding to be allocated to precarious work issues will be utilized to fund a one (1) % rate increase to be effective **for the term of the Collective Agreement** for bargaining unit members.

The parties agree that any rate increases resulting from the Capacity Funding will immediately cease or be adjusted should the Ministry of Community and Social Services discontinue or amend the funding partially or in whole.

For the Employer

Date: October 14, 2022

For the Union

Date: August 11, 2022
(from May 16 2022)

D. Sullivan

[Signature]

[Signature]

[Signature]

Kamana Green

[Signature]

LETTER OF UNDERSTANDING #2

Between

KERRY'S PLACE AUTISM SERVICES
(Hereafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5284
(Hereafter referred to as the Union")

RE: Professional College Membership

In the event that legislation is proclaimed into force which requires bargaining unit employees to become members of a professional college, the Employer and the Union agree to meet to discuss issues which may concern either party and utilize best efforts to address the issues.

For the Employer

Date: October 14, 2022

For the Union

Date: August 11, 2022
(from May 16 2022)

D. Sullivan

Shelley

A. P.

N. Long

Kamara Green

R. Kincadeo

LETTER OF UNDERSTANDING #3

Between

KERRY'S PLACE AUTISM SERVICES
(Hereafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5284
(Hereafter referred to as the Union")

RE: Violence in the Workplace

The Employer agrees to continue to adhere to its applicable policy regarding violence in the workplace.

The applicable policy regarding violence in the workplace shall be reviewed on an annual basis, by the Employer.

For the Employer

Date: October 14, 2022

For the Union

Date: August 11, 2022
(from May 16 2022)

D. Sullivan

[Signature]

[Signature]

N. Long

Kamara Green

K. McCreary

LETTER OF UNDERSTANDING #4

Between

**KERRY'S PLACE AUTISM SERVICES
(Hereafter referred to as the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5284
(Hereafter referred to as the Union")**

RE: Short Term Income Protection Plan

The Employer agrees that 180 calendar days after ratification to implement the program. The Short Term Income Protection will not be less than provided by EI. The Employer agrees to provide disclosure of premium costs, and coverage for employees.

For the Employer

Date: October 14, 2022

For the Union

Date: August 11, 2022
(from May 16 2022)

D Sullivan

Shawana

A. P.

N. Long

Kamara Green

K. McVie

LETTER OF UNDERSTANDING #5

Between

KERRY'S PLACE AUTISM SERVICES
(Hereafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5284
(Hereafter referred to as the Union")

RE: Joint Health and Safety Committee

Within 90 days of the ratification of this agreement, both parties agree to meet and update language for article 3.6 Joint Health and Safety Committee.

For the Employer

Date: October 14, 2022

For the Union

Date: August 11, 2022
(from May 16 2022)

D. Sullivan

D. Sullivan

A. [Signature]

N. Long

Kamara Green

K. [Signature]

