



# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**KERRY'S PLACE AUTISM SERVICES**  
(HEREINAFTER CALLED THE "EMPLOYER")

**- AND -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 2936-12**  
(HEREINAFTER CALLED THE "UNION")

## **TERM OF AGREEMENT**

**April 1, 2021 - March 31, 2024**

## Table of Contents

Article 1 - Purpose of the Agreement.....	4
Article 2 – Recognition and Negotiations.....	4
Article 3 – Human Rights.....	5
Article 4 – Management Rights.....	5
Article 5 – Health and Safety.....	6
Article 6 – Union Membership Requirement.....	8
Article 7 – Check-Off of Union Dues.....	8
Article 8 – Employer and Union Shall Acquaint New Employees.....	9
Article 9 – Labour-Management Bargaining Relations.....	9
Article 10 – Correspondence.....	9
Article 11 – Grievance Procedure.....	10
Article 12 – Arbitration.....	12
Article 13 – Discipline, Suspension and Discharge.....	13
Article 14 – Seniority.....	13
Article 15 – Promotions and Staff Changes.....	16
Article 16 – Layoffs and Recalls.....	18
Article 17 – Hours of Work.....	20
Article 18 – Overtime Defined.....	22
Article 19 – Paid Holidays.....	22
Article 20 – Vacation (Full-Time Employees).....	24
Article 21 – Vacations (Part-Time Employees).....	26
Article 22 – Benefits Plans.....	26
Article 23 – Leaves of Absence.....	28
Article 24 – Job Classification and Reclassification.....	30
Article 25 – General.....	30
Article 26 – Copies of Agreement.....	31
Article 27 – Payment of Wages and Allowances.....	31
Article 28 – Term of Agreement.....	32
Schedule “A” – Wages.....	34
LETTER OF UNDERSTANDING #1.....	36
Re: Permanent Part Time Guaranteed hours (PPTG).....	36
LETTER OF UNDERSTANDING #2.....	34
Re: Prescription Drug – Third Party Payer.....	34
LETTER OF UNDERSTANDING #3.....	35
Re: Procedure for Filling Unassigned Shift.....	35
LETTER OF UNDERSTANDING #4.....	37
Re: Conversion to Full-Time Work.....	37

LETTER OF UNDERSTANDING #5 .....38  
Re: Pay Equity.....38  
LETTER OF UNDERSTANDING #6 .....39  
Re: Membership .....39  
LETTER OF UNDERSTANDING #7 .....40  
Re: Monthly Shift Schedule Pilot Project .....40  
LETTER OF UNDERSTANDING #8 .....41  
Re: Funding.....41

## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

**1.01** 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 including complaints and grievances.
- 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 – RECOGNITION AND NEGOTIATIONS**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2936-12 as the sole and exclusive collective bargaining agent for all residential employees of Kerry's Place Autism Services in the Town of Whitby, and Autism Associates and Autism Assistants employed in community programs in the Region of Durham, save and except Autism Consultants, Behaviour Therapists, office and clerical staff.

### **2.02 Work of the Bargaining Unit**

It is the intention of the Employer to employ full-time staff whenever possible in its operations in order to provide stability and continuity in service and support.

If there is a change in the full-time complement, management agrees to notify the Union of the nature and implications of the change prior to implementing the change.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are normally done by a person in the unit except for the purpose of instruction or in emergencies when regular employees are not available.

Notwithstanding the above, coordinators and/or managers shall not do bargaining unit work except for the purpose of instruction or in emergencies, or unless mutually agreed to between the Parties.

**2.02** No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative that may conflict with the terms of this Collective Agreement.

## **2.03 Right of Fair Representation**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have fair and reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Permission to access must be requested in writing prior to entering the premises to conduct union business. Such permission shall not be unreasonably denied.

## **2.04 Temporary Employees**

A temporary employee is a person hired for a period of not more than eighteen (18) months to replace a regular employee who is absent due to sickness, accident, vacation, or leave of absence approved by the Employer, or for special tasks or projects that are mutually agreed upon by the parties to this Agreement. Where a longer period is required, this shall be arranged by mutual consent of both parties to this Collective Agreement.

An employee awarded a temporary full-time contract of a duration twelve (12) months or greater will be entitled to all of the benefits (as per Employee Benefits Policy) of a permanent full-time employee with the exception of bumping rights upon termination of their temporary contract.

### **Clarification Note:**

A permanent full-time Employee retains and accumulates all their rights and benefits during the period that they fill a temporary Full-Time position.

## **ARTICLE 3 – HUMAN RIGHTS**

### **3.01 Union and Employer Shall not Discriminate**

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.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.01** 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.

#### **4.02 No Union Meeting on Employer's Premises**

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 Regional Executive Director or designate or as specifically provided for in this Agreement.

### **ARTICLE 5 – HEALTH AND SAFETY**

#### **5.01 a) Joint Health and Safety Committee**

- I. The Employer and the 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 maybe amended from time to time.
- II. A 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. 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, and a copy sent to the union.

- 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 to ensure that the policy remains current and continues to address concerns of violence identified by employees.
- 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 at no cost to the employee. The Joint Health and Safety Committee may also make recommendations for personal protective equipment.
- VI. Employer will provide transportation, at its expense, for employees requiring off site medical care for a work-related injury or illness. The Employer shall pay the employee any lost time up until the end of their shift.

## **5.02 Harassment / Bullying**

The Union and the Employer recognize the right of every employee to work in an environment free from all forms of harassment and bullying or any reprisal or threat of reprisal for the rejection of such behavior.

The OHSA defines workplace harassment as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

For clarification, personal harassment and bullying does not include, among other things, proper management disciplinary actions, counseling, or actions related to performance or attendance problems that are conducted according to the Agency's procedures.

Should an employee believe they are a victim of Bullying or personal harassment they should first follow the procedures outlined in the Agency's Harassment Policy. If the issue is still not resolved through the Harassment Policy procedures, it may be filed as a grievance at Step # 2 within ten (10) business days after the conclusion of the Harassment Policy process.

The parties agree that harassment will not be tolerated and will be dealt with in accordance with and as defined by the *Ontario Human Rights Code*.

### **5.03 Violence**

The Employer and the Union recognize their joint obligation to create and sustain a safe workplace that is free from harassment and violence.

The OHSA defines workplace violence as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker. It also includes an:

- Attempt to exercise physical force against a worker in a workplace, that could cause physical injury to the worker, and a
- Statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

## **ARTICLE 6 – UNION MEMBERSHIP REQUIREMENT**

- 6.01** 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 2.01.

As a condition of employment, new employees that comply with Article 2.01 shall join the Union.

- b) The Employer shall provide the Union Unit Chair with names, addresses and telephone numbers for all its members. This information is to be provided to the Union in January and July of each year.

## **ARTICLE 7 – CHECK-OFF OF UNION DUES**

### **7.01 Check-Off Payments**

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

### **7.02 Deductions**

Deductions shall be forwarded in one cheque to the National Secretary Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month for which the dues are levied. The cheque shall be accompanied by a list of the names, classifications, and all hours worked, 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.

- 7.03** In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liability arising out of or resulting from the operation of this Article.

**7.04 Dues Receipts**

The Employer agrees to include the annual total of Union dues deducted on the T-4 slips of each employee affected by this Article.

**ARTICLE 8 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

- 8.01**
- 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 receiving notice from the Employer, in accordance with clause 15.08, provide new employees, by workplace email, with a list of Union representatives. The Union representative will be allowed fifteen (15) minutes during working hours to provide the list and talk to the newemployee.

**ARTICLE 9 – LABOUR-MANAGEMENT BARGAINING RELATIONS**

**9.01 Labour-Management Committee**

The Employer and Union shall have equal representation within the Labour-Management Committee. Each party shall have three (3) representatives (including Unit Chair for the Union). This Committee shall meet at least once every three (3) months, at times mutually agreed upon by the parties. The Committee shall enjoy the full support of both parties in the interests of high quality service and support and satisfied and inspired staff. It is understood that workload issues may be a discussion item at Labour-Management Committee Meetings.

**9.02 Negotiating Committee**

The Employer will recognize the attendance of three (3) Employees at negotiation meetings. These Employees shall be paid for all hours during these meetings to a maximum of five (5) days per employee.

- 9.03**
- The Employer recognizes that the Unit Chair or designate may take the place of another union committee member if they are unable to attend, for all joint Union and Management Committees identified in this Collective Agreement or as mutually agreed to by Union and Management

**ARTICLE 10 – CORRESPONDENCE**

- 10.01**
- All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Unit Chairperson and Recording Secretary. The Union shall inform the Employer in writing of the names of the Unit Chairperson, Stewards and any other elected Committee Representatives, the National Representative 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 Regional Executive Director or their designate.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **11.01 Definition of Grievance**

A grievance is a written complaint by a party hereto relating to the application, interpretation, administration or alleged violation of this Collective Agreement. Complaints shall be initiated within ten (10) working days of the circumstances giving rise to the grievance having occurred or originated. Failing settlement of the complaint within three (3) working days, an employee may commence the grievance resolution process in accordance with Article 11.04.

### **11.02 Names of Stewards**

The Union shall notify the Employer, in writing, of the name of the two (2) Stewards and the department(s) they represent and the name of the Unit Chairperson, before the Employer shall be required to recognize them.

### **11.03 Recognition of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint or otherwise select three (3) Stewards (including the Unit Chair) from among employees who have attained at least six (6) months' seniority. The Stewards may assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

The Steward and the griever will be paid by the Employer for their attendance at any grievance meeting held within their regular working hours.

It is understood that the steward will assist the employee in the preparation of their grievance outside working hours.

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and representing adjustments as provided in this Article as long as such Steward complies with the Articles of this Collective Agreement.

The Union recognizes that the Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, the Steward shall not leave work without obtaining beforehand, the permission of their Supervisor and that permission will not be unreasonably withheld. The Steward will be required to find coverage for their shift, where applicable.

The Union Steward and the Unit Chair and the griever shall have the right to attend the arbitration hearing.

Employees can arrange to have a steward present for witness interviews or investigation meetings if they choose provided, they give the employer advanced notice. The employer will not provide additional replacement staff for a steward to attend these meetings or pay stewards for the hours. If a steward is working and has confirmed with their manager, they can attend without additional staffing they will not suffer a loss of earnings for the time spent at the meeting. The employer will endeavour to assist a steward in attending a meeting during work hours if another staff on shift can reasonably be moved to provide coverage.

## **11.04 Settling of Grievances**

If an employee has a complaint relating to the application, interpretation, administration or alleged violation of this Collective Agreement an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### **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 three (3) working days, 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 at Step 1, the employee or Union representative shall submit a written grievance signed by them to their Director of Services and Supports, if this is the same person as in Step 1, omit this Step and submit to Step 3 (or in the absence of that person, their designated representative), with a copy to Human Resources or designate within ten (10) working days from receiving the answer in Step 1. The nature of the grievance, the remedy sought, and the section(s) of the Agreement alleged to have been violated, shall be set out in the grievance form. The Director of Services and Supports or their designated alternate will deliver their written response within ten (10) working days after receiving the written grievance. Should the Director of Services and Supports or their designate wish to discuss the grievance prior to issuing their written reply, they will arrange to meet the grievor and their Steward at a time which is mutually agreeable to the parties concerned. Failing satisfactory settlement:

### **Step 3**

Within five (5) working days after the response is given under Step 2 the grievor or their Union representative shall submit the written grievance to the Regional Executive Director (RED) or their designate. The RED or their designate shall meet with the grievor and their steward to review the grievance within five (5) working days following receipt of this grievance. The RED will deliver their written response to the grievor with a copy to the Union within ten (10) working days from the day on which the grievance meeting was convened.

### **Step 4**

The parties must mutually agree that failing a resolution at Step 3, the matter may be referred to a mutually agreed upon Mediator.

### **Step 5**

Failing a satisfactory settlement being reached in Step 3 or Step 4, either party may refer the dispute to Arbitration.

**11.05 Policy Grievance**

Either party to this Agreement may lodge a grievance, in writing, with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, and such grievance shall commence at Step 3.

**11.06 Replies in Writing**

Replies to all grievances stating reasons shall be in writing at all stages.

**11.07 Amending of Time Limits**

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

**11.08** Working days shall mean Monday to Friday exclusive of Statutory Holidays.

**11.09 Expenses of the Mediator**

In the event the parties agree to refer a grievance to mediation as per step 4 of Article 12.04, each party shall pay one-half (½) of the fees and expenses of the Mediator.

**ARTICLE 12 – ARBITRATION**

**12.01** 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 fifteen (15) working days after the decision under Step 3 is given, or within fifteen (15) working days from the date of unsuccessful mediation, the grievance shall be deemed to have been abandoned.

**12.02 Failure to Appoint**

If the parties fail to agree to an arbitrator within fifteen (15) days of the written request for arbitration, the appointment shall be made by the Minister of Labour upon request of either party.

**12.03 Decision of the Arbitrator**

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 provisions of this Agreement. The Arbitrator shall have all the powers set out in the *Labour Relations Act*.

**12.04 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrators decision, either party

may apply to the Arbitrator to clarify the decision.

**12.05 Expenses of the Arbitrator**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

**12.06 Arbitrator to be Uninvolved**

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

**12.07 Amending of Time Limits**

The time limits in this Article may be extended upon mutually written agreement of the parties.

**12.08** Working days shall mean Monday to Friday exclusive of Holidays.

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

**13.01 Discharge and Suspension Procedure**

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.

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. A Steward shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with Management personnel which is disciplinary in nature. Where circumstances require the spontaneous imposition of discipline, the Employer will advise the Unit Chair as soon thereafter as possible.

The Employer will promptly confirm all disciplinary action in writing to the employee concerned. A copy of disciplinary or warning letter will be presented to the union representative during the disciplinary meeting.

**13.02 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 11, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.

**ARTICLE 14 – SENIORITY**

**14.01** The Employer will maintain a full-time seniority list which will record the names, seniority date and original date of hire of permanent full-time employees of the

bargaining unit. For the purposes of determining seniority for permanent fulltime employees, seniority shall be based on the date of last hire into permanent full-time employment. This list will be posted March first and September first in Union binders. Following thirty (30) days of posting, the list shall become final except as to any employee who has disputed the accuracy of their seniority during that thirty (30) days. In such case the list will be subject to adjustment if established to be inaccurate.

The Employer will maintain a part-time seniority list which will record, the names, seniority (total hours paid, excluding overtime) and original date of hire of part-time employees of the bargaining unit. If a part- employee achieves permanent fulltime status, the part-time employee will be credited with one (1) year seniority for every 1950 hours paid to establish the permanent full-time seniority date. This list will be posted March first and September first in Union binders. Following thirty (30) days posting, the list shall become final except as to any employee who has disputed the accuracy of their seniority during that thirty (30) days. In such case the list will be subject to adjustment if established to be inaccurate. No more than one-year seniority shall be accumulated in one (1) calendar year.

Where two (2) or more Employees commence work on the same day, preference shall be in accordance with the first alphabetical order of surname.

For the purposes of calculating part-time seniority accrual while on a job protected leave which an employee continues to accrue seniority, seniority will accrue based on the average of their hours paid in the prior fifty-two-week period.

#### **14.02 Probation for Newly Hired Employees**

A newly hired full-time employee shall be on probation for the first three (3) months of their employment.

A newly hired part-time employee shall be on probation for the first five hundred (500) hours worked.

After completion of the probationary period, seniority shall be effective from the original date of employment.

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 procedures 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.

#### **14.03 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) They are discharged for just cause and are not reinstated.
- b) They resign verbally and do not withdraw within forty eight (48) hours or resign in writing (electronic or otherwise)
- c) They retire.
- d) They fail to return to work within ten (10) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to a position of a duration of three months or less, to such employment will not result in termination of seniority and will not prejudice their right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination not to exceed two weeks to accept the recall.
- e) Is absent from work for three (3) consecutive working days/shifts without notification unless a satisfactory reason is given.
- f) Is absent from work while on layoff for a continuous period in excess of twenty four (24) months.
- g) Fails to report for work upon the expiration of any leave of absence granted to him/her without satisfactory proof for cause of the delay or utilizes any leave for a purpose other than that for which it was granted

**14.04 Retention of Seniority Outside of Bargaining Unit**

No employee shall be reclassified or transferred to a position outside 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 six (6) months but will not accumulate any further seniority while in the non-union position. Such employee shall have the right to return to their position in the bargaining unit during this six (6) month period. If the Employees previous position is not available, they will be awarded a lesser rated position until a vacancy in their previous classification is available, at which point, it will be awarded to them.

**14.05 Seniority while on Workplace Injury**

Seniority shall continue to accrue while an employee is off due to a workplace injury. Seniority lists posted under 14.01 shall continue to reflect an employee's accrued seniority while they are off. It is understood for part-time employees' seniority will accrue based on the average of their hours paid in the prior fifty-two (52) week period.

**14.06 Seniority while on LTD**

Seniority shall cease to accumulate after being away from work for twenty-four (24) months on long term disability.

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

### **15.01 Job Postings**

- a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent inside the bargaining unit, the Employer shall notify the Local Union via email, and post notice of the position in the Employer's 'Applicant Tracking System' for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position. Additionally, the employer will email an electronic copy of the posting to the Union whose responsibility it will be to put in the Union binder.  
  
Employees wishing to be considered for such positions or vacancies shall apply to the Employer's 'Applicant Tracking System' within the time period indicated on the posting.
- b) Where the status of the vacancy is temporary in nature and is less than six (6) months in duration, the employer shall have the right to appoint a member of the bargaining unit into the position"
- c) In the case where no Internal applicant has met the minimum qualifications on the Job Posting, the Employer shall consider external applicants.
- d) Employee's "Active Disciplinary" action will be considered when they are applying for internal postings.

### **15.02 Information in Postings**

Such notice shall contain the following information:

- Nature of position
- Qualifications
- Required knowledge and education
- Skills
- Anticipated shift
- Location of initial assignment, where applicable (indicating main, upper, lower, unit)
- Wage or salary rate or range
- The anticipated site(s)

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 posting vacancy for the purpose of this Article.

### **15.03 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 considerations 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

**15.04** 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.

**15.05** **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 sixty (60) calendar days of continuous work without any extended leaves. 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 sixty (60) calendar days 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.

For the purposes of this Article, 60 calendar days shall be time actually worked by the employee and shall not include time off from work such as vacation, sick leave, or other non-attendance at work.

**15.06** **Qualifications**

Should job qualifications change, bargaining unit members will be deemed qualified in their current positions, and those qualifications for which the employee has been deemed qualified will be transferrable to any other position within the bargaining unit which requires those qualifications.

**15.07** **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 emailed, and it will be the Unions responsibility to post it in the binders.

**15.08** **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.

**15.09** An unsuccessful applicant may meet with a Human Resources Representative or Manager to receive feedback on their interview with the presence of a steward. The employee can receive their overall % for oral and written scores if requested.

## **ARTICLE 16 – LAYOFFS AND RECALLS**

### **16.01 Definition of Layoffs**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

### **16.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit-wide seniority. Part-time Employees shall be laid off prior to full-time Employees. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less 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".

Bumping order is as follows:

- a) No part-time shall bump a full-time, regardless of seniority
- b) Associates may bump any other position within the bargaining unit
- c) Assistants may bump all positions other than Associates
- d) O/N Awake may bump other O/N Awake and O/N Asleep
- e) O/N Asleep may only bump within the same position

### **16.03 Notice of Layoff to Union**

In the event of a proposed layoff as outlined in Article 16.01, the Employer agrees to provide the Union with as much notice as reasonably possible prior to the implementation of such layoff. Under no circumstances will the employer notify an employee of a layoff prior to notifying the Union.

### **16.04 Recall**

All recall rights in this article shall be in effect for a period of twenty-four (24) months following the layoff of the employee.

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work before such opening is posted (as per Article 15.01). The posting procedure (as per Article 15.01) shall not apply until the Employer has exhausted the recall list, and the position remains open.
- b) The Employer shall notify the employee of the recall opportunity, by courier, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second (2<sup>nd</sup>) business day following the courioring). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The

employee is solely responsible for their proper address being on record with the Employer (as per Article 25.04). Employees must respond in writing, couriering or delivering in person their response within three (3) business days of deemed received. An email response from the Employee received by the Employer within the timeframe is acceptable.

- c) Employees on layoff shall be given preference for temporary positions for which they have the ability and qualifications to perform the work, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary position shall not be required to accept the recall and may instead remain on layoff unless such position is expected to exceed three (3) months in duration. An employee refusing a recall to a position expected to exceed three (3) months in duration as per Article 14.03 d) will have deemed to voluntarily resigned their employment.
- d) If a position in the same classification the person held prior to layoff becomes available, the person shall be offered it prior to it being posted. If the employee is currently holding a temporary position this will not jeopardize their rights to recall to a permanent position as outlined above.
- e) Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of not to exceed two (2) weeks to accept recall. The Employer offering recall may ask for proof of alternate employment (i.e. pay stub).
- f) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant.

**16.05 No New Employees**

New employees shall not be hired until those laid off who are qualified have been given an opportunity of recall.

**16.06 Notice of Layoff to Employee**

In the event of a layoff, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the *Employment Standards Act* notice provision will be deemed to be amended to provide notice to the affected employee as follows:

If service is greater than nine (9) years	Nine (9) weeks' notice or pay in lieu
If service is greater than ten (10) years	Ten (10) weeks' notice or pay in lieu

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 circumstances such as fire or flood which make the performance of work impossible, the Employer is not required to provide the above notice.

**16.07 Benefits on Layoffs**

In the event of a layoff of a full-time employee, the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period provided for in Article 16.06, provided the employee pays their share (if applicable).

**16.08 Grievances on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 17 – HOURS OF WORK**

**17.01 Full-Time**

The normal shifts for full time employees shall be no less than seven and one-half (7½) hours and no more than thirteen (13) hours daily.

The normal hours for full time employees shall not be below sixty (60) hours in a two (2) week period. The current practice of taking paid meal breaks with persons they support will continue.

**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. Each shift shall consist of no less than three (3) consecutive hours or no more than thirteen (13) consecutive hours. It is agreed that where a part-time employee is scheduled to work a twelve (12) or thirteen (13) hour shift, the employee may arrange to share the shift with another employee provided the changes are documented on the schedule and provided each employee works a minimum of three (3) hours and it is approved by management. It is understood that nothing in this definition may contravene the outlined criteria in Article 17.02 Work Schedules for part-time employees. The current practice of taking paid meal breaks with persons they support will continue.

**Overnight Asleep**

The hours of attendance will be as established by the Employer and will be shown on the work schedule. During the hours of 22:00-07:00 incumbents shall be paid at the applicable overnight rate. In matters of emergency that require the incumbent to perform duties associated with a documented client care situation for a period of one (1) hour or more, the incumbent shall be paid at the current Overnight Awake rate. When there are hours scheduled outside the normal hours of 22:00-07:00, they shall be paid at the employees' regular rate of pay for all those hours worked.

**Overnight Awake**

The specific hours of attendance will be as established by the Employer and will be shown on the work schedule. While the incumbent is on an overnight awake shift

they are expected to be awake for the whole shift. It is expected that staff are to be supporting persons or performing other duties while awake.

## **17.02 Work Schedules**

Work schedules for residential services and supports 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.

Part-time employees will have the option to be scheduled off two (2) weekends per scheduling period should they exercise their right to do so. On the weekends that the employee is schedule to work, shift preferences (day/evening/overnight) will be granted in order of seniority. Any remaining shifts will be granted in reverse order of seniority.

Employees may choose to work more than two (2) weekends if they elect to do so and submit the required availability. Part-time employees are required to work four (4) shifts per scheduling period, provided that the employer has available shifts.

A weekend is defined as 10 p.m. Friday until 7 a.m. Monday.

For clarity, part-time employees working one (1) 12 or 13 hour shift or greater will not be scheduled for another shift on the same weekend unless the Employee agrees to work an additional shift(s) on that weekend.

Effective January 1, 2024, part-time employees will provide their availability on a quarterly basis. Part-time employees will be permitted to change their availability twice during each quarter provided the change occurs at minimum one week prior to the affected schedule being posted.

Part-time employees are required to work four (4) shifts per scheduling period, provided that the employer has available shifts.

## **17.03 Exchange of Shifts**

Employees may be allowed to trade shifts, providing there is no adverse effect, does not lead to overtime and that the required documentation is completed electronically and submitted to the Employer two (2) business days in advance of the shift and approved by the Employer. Such approval will not be unreasonably withheld.

## **17.04 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. The Employer shall make all reasonable efforts to relieve the staff remaining on shift.

**17.05 Rest Periods**

During shifts of more than five (5) hours in length employees will be granted a fifteen (15) minute rest period at the work location without loss of pay during each half of each shift. During shifts of five (5) hours in length employees will be granted a fifteen (15) minute rest period at the work location without loss of pay. Rest periods will be taken as near to the mid-point of the half shift or shift respectively as practicable, and it is understood that the person supported may be present.

**17.06 Split Shifts**

There shall be no split shifts except by mutual agreement.

**17.07 No Guarantee of Hours**

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

**ARTICLE 18 – OVERTIME DEFINED**

**18.01 Overtime Defined**

The Employer's current practice shall continue, namely overtime at the rate of time and one-half (1½) the employee's regular hourly rate shall be paid for all time worked in excess of eighty-eight (88) hours in a two (2) week pay period, which is approved in advance by the Employer.

Employees required to stay on shift in excess of one (1) hours after their regular scheduled shift as per Article 17.04 will be paid at the rate of time and one-half (1½).

**18.02 Attendance at Meeting**

Attendance at a Team Meeting outside of scheduled working hours is not mandatory and shall be paid on the basis of actual time in attendance when approved by the Manager.

**18.03 No Pyramiding**

There shall be no pyramiding of premiums or benefits pursuant to this Agreement.

**ARTICLE 19 – PAID HOLIDAYS**

**19.01** The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Civic Holiday	Christmas Day

Good Friday                      Labour Day                      Boxing Day  
Victoria Day                      National Day for Truth and Reconciliation

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

**19.02      Flexible Holidays**

In addition to the eleven (11) paid holidays identified in Article 19.01, full-time employees will be entitled to two (2) additional flexible holidays, to be taken at a time that is mutually agreeable. For pay purposes, the flexible holidays will be treated as vacation days. In addition, full-time employees may increase their flexible holidays as set out in Article 20.06.

**19.03      Full-time employees will be paid for the paid holidays at straight time rates and in accordance with *ESA guidelines*, 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, or workplace injury claim, layoff or in the receipt of long-term disability payments or short-term disability payments.

**19.04      Compensation for Paid Holidays (Full-Time)**

A full-time employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay in accordance with *ESA guidelines* or an amount equal to twenty percent (20%) of their regular weekly contracted hours, whichever is greater. A full-time employee scheduled to work shall be paid at the rate of one and one half (1½) the employee's regular hourly rate for all hours worked and receive another day off in lieu. The Employer will make every effort to schedule this day within the same pay period where the holiday occurred. In the event this is not possible, the Employer and the employee will meet and schedule a day that is mutually agreeable.

**19.05      Compensation for Paid Holidays (Part-Time)**

- a) Part-time employees shall be paid statutory holiday pay in accordance with the *Employment Standards Act*.
- b) Part-time employees shall be paid statutory holiday pay in accordance with the *Employment Standards Act*. Part-time employees who work on a paid holiday as per Article 20.01 shall be paid at time and one-half (1½) for all hours worked.

**19.06      Mandatory Holiday Shift Scheduling**

Part-time employees who are trained in residential will be required to work a minimum three (3) statutory holidays per year.

Scheduling of statutory holidays will be as follows:

- a) Employees that have their regularly schedule shift fall on a holiday will work the shift unless they have submitted a request for time off two weeks prior to the schedule being posted and receive approval from their Manager.
- b) Any employee volunteering to work will be required to submit a statutory holiday request two weeks in advance of the posted schedule, such requests shall be granted in order of seniority within each site.
- c) Remaining vacant statutory holiday shifts will be assigned to part time employees who are trained in residential in reverse order of seniority.
- d) If there are still holiday shifts remaining after going through the Part Time, shifts will be filled with Full Time staff in reverse order of Seniority.

## **ARTICLE 20 – VACATION (FULL-TIME EMPLOYEES)**

### **20.01 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 a full-time employee.

- i) 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.
- ii) Employees who have completed their probationary period and have less than one (1) years' service by March 31<sup>st</sup>, in a permanent full-time position will accrue three (3) times their weekly contracted hours of vacation per year.
- iii) Employees who have one (1) year or more of service and less than five (5) years of service by March 31<sup>st</sup> in a permanent full-time position will accrue four (4) times their weekly contracted hours of vacation per year.
- iv) Employees who have five (5) years or more of service and less than ten (10) years of service by March 31<sup>st</sup> in a permanent full-time position will accrue five (5) times their weekly contracted hours of vacation per year.
- v) Employees who have ten (10) years or more of service by March 31<sup>st</sup> in a permanent full-time position will accrue six (6) times their weekly contracted hours of vacation per year.

Vacations shall be taken in the fiscal year in which they are accrued. An employee may carry over a maximum of two (2) times their weekly contracted hours into the next fiscal year upon approval of the Employee's manager. Approval shall not be unreasonably withheld. Such carry over vacation shall be used in the first three (3) months of the following fiscal year.

Employees who terminate their service will have their vacation entitlement prorated, calculated on the service from April 1<sup>st</sup> to the date of termination and the monetary equivalent of any unearned vacation shall be deducted from the final pay cheque and

this shall be sufficient authorization to make such deductions.

If an employee is absent from work for a period in excess of one (1) month due to leave of absence, sickness, injury or layoff, the calculation of vacation entitlement is prorated on the basis of one twelfth (1/12) of their entitlement for each full month of absence in excess of the one (1) month period. It is understood that pregnancy/parental leaves in accordance with Employment Standards will not result in any prorating of vacation entitlement providing that the employee returns to work full time work following the pregnancy/parental leave and does not take an extended pregnancy/parental leave.

**20.02 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.

**20.03 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.

**20.04 Preference in Vacation and Vacation Schedule**

Each employee shall request their vacation by April 1<sup>st</sup>. The Employer shall finalize the vacation and post by May 1<sup>st</sup>. In the event of a conflict between two (2) 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 scheduling system, it shall not be altered except by mutual agreement between the employee and the Employer and Union.

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

**20.05 Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation of a maximum of a three (3) week period unless mutually agreed upon between the employee and the Employer. Should an employee wish to book unbroken vacation period of greater than two (2) weeks, the request must be provided in writing to the employer by April 1<sup>st</sup> for review and operational consideration. Such request shall not be unreasonably denied. A request cannot put the employee in a negative vacation balance in excess of two weeks.

**20.06** An employee may request throughout the vacation year to take one (1) 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 request to the Manager specifying the dates on which the employee wishes to take vacation one (1) week prior to the schedule covering that period of time being posted.

## **ARTICLE 21 – VACATIONS (PART-TIME EMPLOYEES)**

### **21.01 Part-Time Employees**

Part-time Employees shall receive an annual vacation in accordance with the following based on their service commencing on the date they become a part-time Employee:

- a) Employees who have less than one (1) year of service will receive a payment of four percent (4%) of gross pay in lieu of vacation.
- b) Employees who have one (1) year or more of service and have less than five (5) years' service by will receive four percent (4%) of gross pay in lieu of vacation and two (2) weeks unpaid vacation leave.
- c) Employees who have five (5) years or more of service will receive six percent (6%) of gross pay in lieu of vacation and three (3) weeks unpaid vacation leave.

Vacation pay shall be accumulated and paid out on the first pay in June and in December unless the Employee chooses to be paid their vacation pay each pay period.

## **ARTICLE 22 – BENEFITS PLANS**

**22.01** 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) Dental Care
- d) Employee Family Assistance Program

### **22.02 Extended Health Care**

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

### **22.03 Life Insurance and Accident Death and Dismemberment**

The amount of life insurance is based on one times (1x) annual earnings rounded to the next higher one thousand dollars (\$1,000.00) to an overall maximum of seventy-five thousand dollars (\$75,000.00). The amount of insurance reduces by fifty percent (50%) at age sixty-five (65) and terminates at age seventy (70), retirement, or termination of employment.

**22.04 Dental Care**

The Dental Care plan is as outlined in the brochure provided by the carrier and includes one hundred percent (100%) reimbursement at the current O.D.A. fee schedule subject to annual maximums.

**22.05 Long Term Disability Income Protection**

This is an employee paid benefit for full-time employees to provide income protection for legitimate absences from work. As per the current plan, benefits commence from the one hundred twenty-first (121<sup>st</sup>) day of disability to the age of sixty-five (65), 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 sixty-six point six seven percent (66.67%) of monthly earnings to a maximum of four thousand dollars (\$4,000.00) per month. As the policy is paid by the employee with after tax dollars, this income is not taxable.

**22.06 Pension**

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.

**22.07 Sick/Personal Emergency Leave Defined**

Sick/Personal Emergency Leave means the period of time an Employee is absent for any reason outlined in Article 50 and 50.0.1 (Sick Leave and Family Responsibility Leave) of the *Employment Standards Act, 2000*.

**22.08 Amount of Paid Sick/Emergency Leave**

A full-time employee who has been employed for two (2) weeks, will be granted two times (2x) their weekly contracted hours for Sick/Personal Emergency Leave annually. Such time will not be pro-rated based on hire date. These days shall be replenished on January 1<sup>st</sup> of each year. These days shall be replenished on April 1<sup>st</sup> of each year.

Employees will be granted 2.5 sick days from January 1<sup>st</sup> until March 31<sup>st</sup> in the first year this change takes effect to bridge the gap created by this date change.

**22.09 Unpaid Emergency Leave for Part-Time**

Part-time employees who have been employed for two (2) weeks, will be provided with eight (8) unpaid Emergency Leave days. Such days shall be taken in accordance to *ESA Guidelines*; and shall replenish January 1<sup>st</sup> of each year.

**22.10 Part-time payment in lieu of Benefits**

Part-time employees shall receive five percent (5%) of gross pay in lieu of benefits (LTD, Extended Health Benefits, Dental, Life Insurance and Accident Death and Dismemberment).

**ARTICLE 23 – LEAVES OF ABSENCE**

**23.01 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 a part time 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.

**23.02 Jury and Witness Duty**

Permanent full-time employees 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.

**23.03 Union Leave**

Upon request to the Employer and with two (2) weeks' notice, an employee elected or appointed to represent the Union at conventions or seminars shall be allowed leave of absence with pay. The Union shall reimburse the Employer for the amount of wages paid to the employee during the leave of absence upon request from the Employer. Such leave will not exceed an aggregate total for the bargaining unit of fifty (50) days in any calendar year and will not unduly interfere with the operational requirements of the Employer. Should the leave extend past thirty (30) consecutive days, benefits will be temporarily suspended until the employee returns from leave. Such permission will not be unreasonably withheld.

**23.04 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.

**23.05 Education Leave**

The Employer may accommodate an employee who requests time off, one (1) 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.

**23.06 Protection During Pregnancy/Parental Leave**

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

**23.07 Length of Pregnancy/Parental Leave**

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

**23.08 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 22 for the period of the parental leave.

**23.09 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 has 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 16.

**23.10 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 requirements of the Employer. Seniority will not accumulate during Leave of Absence greater than sixty (60) days. Such requests shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

The employer agrees to retroactively provide seniority to those employees that took a leave due to the single employer restrictions during the COVID 19 pandemic.

## **ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 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.

### **24.02 No elimination of Present Classification**

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

### **24.03 Changes in Classification**

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 25 – GENERAL**

### **25.01 Union Binders**

At each work location there shall be a Union Binder that is accessible to all staff. The Union may utilize the Employer's internal mail system to distribute material and correspondence to its members. A Union Representative will be granted access to a site to update the binders. The representative will notify the site manager within a reasonable time frame prior to arriving on site.

### **25.02 Employment File**

An employee shall have the right to have access and review their personnel record, provided the employee is not scheduled on shift and two (2) business days' notice (forty-eight [48] hours minimum) is given in advance, in the presence of designated personnel staff and to receive copies of any documents on their file if they have not already received copies. All employees' personnel records are to be kept in a 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 provided that the record referred to is not one that could have been dealt with through the grievance or arbitration procedure.

### **25.03 Adverse Report**

The record of an employee shall not be used against them 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 Standards Act* (ESA) is considered as active service.

#### **25.04 Employee Personal Data**

Each employee shall make any updates to their personal contact information through the online portal to their profile. Any correspondence sent to the employee from the Employer shall be deemed sent if forwarded to the address on file with the Payroll Department.

### **ARTICLE 26 – COPIES OF AGREEMENT**

**26.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer or the Union shall print sufficient copies of the Agreement within thirty (30) days of signing at fifty percent (50%) shared cost.

### **ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES**

#### **27.01 Pay Days**

The Employer shall pay salaries and wages every two (2) weeks on Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. Employees will receive their pay cheque by direct deposit into their individual bank accounts every pay day.

#### **27.02 Automobile Allowance**

Travel rates paid to an Employee using their own automobile for the Employer's business shall be as follows:

- a) Forty-five cents (0.45¢) per kilometre for all kilometres travelled. All travel shall be calculated from the first (1<sup>st</sup>) day to the last day of each calendar month.
- b) The Employer shall cover all costs of damage to employees' vehicles that have been verified to be caused by people supported by Kerry's Place. The Employer may request up to three (3) estimates.

#### **27.03 Cell Phone Usage**

When an employee is required to carry a cell phone as part of their duties, the Employer agrees to provide one.

#### **27.04 Payment for or 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, inclusive of gratuities and taxes. Any exceptions are to be approved by the Employer in advance.

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.

## **ARTICLE 28 – TERM OF AGREEMENT**

### **28.01 Duration**

This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date of the Agreement.

### **28.02 Changes in Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Letters of Agreement must be ratified by the prospective parties before they are signed.


### **28.03 Retroactivity**

Retroactive payment to be made within forty-five (45) days of "date of ratification" to Employees employed at "date of ratification" and applied wages only on the basis of all hours paid. If an employee had left his or her employment prior to "date of ratification", the Employer shall advise the employee, by notice in writing, to the last known address of the employee on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due to him or her and failing claim for payment the Employer shall not be further obliged for payment to such employee. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.

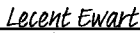
### **28.04** When the Employer receives increased funding from the Ministry for enhancements to the existing compensation/benefits package they will meet with the Union within thirty (30) days to negotiate the allocation of such increased funding.

Signed this 4<sup>th</sup> day of September 2024


**FOR THE UNION:**

  
Kasrobi Nwankud (Sep 12, 2024 12:29 EDT)

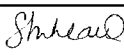
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Lecont Ewart (Sep 19, 2024 07:21 EDT)

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
  
Carolina Alvin (Sep 19, 2024 21:01 EDT)

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
  
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**FOR THE EMPLOYER:**

  
[unclear]


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[unclear]

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[unclear]

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Gabrielle Do (Sep 23, 2024 08:44 EDT)

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**SCHEDULE "A" – WAGES**

<b>KERRY'S PLACE AUTISM SERVICES CUPE 2936-12 Salary Grid Effective April 1, 2021 1.0% increase, Minimum wage from Oct 2020</b>					
<b>POSITION</b>	<b>Levels of Rate of Pay</b>				
	First	Second	Third	Fourth	Fifth
Autism Support Associate	\$18.90	\$20.08	\$21.25	\$22.43	\$23.60
Autism Support Assistant		\$17.27	\$18.29	\$19.32	\$20.33
Overnight Awake				\$18.34	\$19.31
Overnight Asleep	\$14.39	\$14.39	\$14.39	\$14.39	\$14.39
<b>KERRY'S PLACE AUTISM SERVICES CUPE 2936-12 Salary Grid Effective April 1, 2022 1.25% increase, Minimum wage from Oct 2021 and Jan 2022</b>					
<b>POSITION</b>	<b>Levels of Rate of Pay</b>				
	First	Second	Third	Fourth	Fifth
Autism Support Associate	\$19.14	\$20.33	\$21.52	\$22.71	\$23.90
Autism Support Assistant		\$17.49	\$18.52	\$19.56	\$20.58
Overnight Awake				\$18.57	\$19.55
Overnight Asleep	\$15.19	\$15.19	\$15.19	\$15.19	\$15.19
<b>KERRY'S PLACE AUTISM SERVICES CUPE 2936-12 Salary Grid Effective June 26, 2022 increase, Wage Enhancement (\$3)</b>					
<b>POSITION</b>	<b>Levels of Rate of Pay</b>				
	First	Second	Third	Fourth	Fifth
Autism Support Associate	\$22.14	\$23.33	\$24.52	\$25.71	\$26.90
Autism Support Assistant		\$20.49	\$21.52	\$22.56	\$23.58
Overnight Awake				\$21.57	\$22.55
Overnight Asleep	\$18.19	\$18.19	\$18.19	\$18.19	\$18.19
<b>KERRY'S PLACE AUTISM SERVICES CUPE 2936-12 Salary Grid Effective April 1, 2023 1.25% increase</b>					
<b>POSITION</b>	<b>Levels of Rate of Pay</b>				
	First	Second	Third	Fourth	Fifth
Autism Support Associate	\$22.42	\$23.62	\$24.83	\$26.03	\$27.24
Autism Support Assistant		\$20.75	\$21.79	\$22.84	\$23.87
Overnight Awake				\$21.84	\$22.83
Overnight Asleep	\$18.42	\$18.42	\$18.42	\$18.42	\$18.42

<b>KERRY'S PLACE AUTISM SERVICES</b>					
<b>CUPE 2936-12 Salary Grid</b>					
<b>Effective Ratification 2023</b>					
<b>POSITION</b>	<b>Levels of Rate of Pay</b>				
	<b>First</b>	<b>Second</b>	<b>Third</b>	<b>Fourth</b>	<b>Fifth</b>
Autism Support Associate	Start Rate Third		\$24.83	\$26.03	\$27.24
Autism Support Assistant	Start Rate Third		\$21.79	\$22.84	\$23.87
Overnight Awake	Start Rate Fourth			\$21.84	\$22.83
Overnight Asleep	\$18.42	\$18.42	\$18.42	\$18.42	\$18.42

- April 1<sup>st</sup>, 2021 - 1% increase
- April 1<sup>st</sup>, 2022 - 1.25% increase
- April 1<sup>st</sup>, 2023 - 1.25% increase

Lump sum payment - 2022-23 -0.5% lump sum payment 2021-22 - 0.25%  
The payment will be equivalent the percent (%), less required deductions, calculated on a weighted percentage based on hours worked during the 2022/23 and 2021/22, fiscal year.

Employees will be hired at the bottom rate of the wage grid, will indicate on grid that level 1 is the "start" position.

LETTER OF UNDERSTANDING #1

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12

Re: Permanent Part Time Guaranteed hours (PPTG)

A Permanent Part Time Guaranteed Hours employee will be an individual who works a set schedule every week. The set schedule will consist of no less than fifty (50) and no more than fifty-nine (59) hours bi-weekly. Employees in these positions will be eligible to participate in a group benefit plan.

Employees in PPTG positions will further be eligible to take one day off with pay for bereavement purposes for immediate family members, to a maximum of seven and one half (7 ½) hours annually.

Employees who elect to participate in the group benefit plan will be responsible for paying fifty percent (50%) of the benefit premiums. Such employees will not be entitled to five percent (5%) in lieu of benefits. There is a mandatory ninety (90) day waiting period before the employee is eligible to participate. These positions will be in effect for the lifetime of this collective agreement.

The creation of the PPTG schedules will not result in a change to full time schedules. The intent of these positions is to offset gaps in current schedules and to limit the use of agency workers. However, as per Article 17.02, the Employer, with the specified notice period continues to have the ability to modify the schedules based on the needs of the supported individuals.

In the event that an employee moves from a PPTG position into a full-time position, the employer agrees to wave the ninety (90) day waiting period for benefit eligibility.


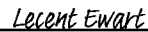

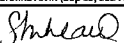
Selection of staffing into the permanent part time guaranteed hours positions will be based on seniority. In the event that the most senior employee is not the most suitable candidate based on the needs of the supported people, the Employer reserves the right to select the most appropriate person based on seniority.

Such decisions will be reviewed on a case by case basis, and the final decision will be made by the Regional Executive Director in consultation with the Union and Management.





The Employer will create five (5) PPTG positions within six (6) months from the date of ratification.

Signed this 4<sup>th</sup> day of September 2024

FOR THE UNION:

  
Kasiobi Nwanikud (Sep 12, 2024 12:29 EDT)  
  
Levent Ewart (Sep 19, 2024 07:21 EDT)  
  
Carolina Alvin (Sep 19, 2024 21:01 EDT)  


FOR THE EMPLOYER:

  
  
  
  
Gabrielle Do (Sep 23, 2024 09:44 EDT)

LETTER OF UNDERSTANDING #2

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12

Re: Prescription Drug – Third Party Payer

**WHEREAS** the Employer continues to agree that it will provide the current prescription coverage at no cost to permanent full-time employees who have completed their probationary period and are not on leave of absence or layoff.

**AND WHEREAS** the pharmaceutical landscape in Canada has evolved to currently include over one hundred and fifty (150) medications that cost over ten thousand dollars (\$10,000) per year (some as high as one million dollars [\$1,000,000] per year), all funded by your current drug plan.


**AND WHEREAS** the Employer has, in an attempt to mitigate its liabilities, implemented a process that their drug plan will no longer cover "Specialty Drugs" (i.e. drugs with annual cost of over ten thousand dollars [\$10,000]) as first payor.

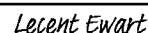
**AND THEREFORE**, the parties agree that for the lifetime of the Collective Agreement:


1. The Employees covered by the drug plan will utilize the current process which results in Kerry's place being the "last payor" for "Specialty Drugs" (i.e. drugs with annual cost of over ten thousand dollars [\$10,000]) as it was explained during collective bargaining.
2. The parties agree to meet quarterly to review the process including any amendments to the process or any of the concerns that the Union may have (e.g. Delays in coverage, any cost associated with either the process or the prescription medication, etc.).
3. The Employer agrees that at no time shall the employee experience any delays in coverage or have any out of pocket expenses (outside of the existing ones outlined in the plan such as dispensing fees etc.). Should the employee experience any delay in coverage, they are to notify the union immediately who will advise the employer without identifying the member by name. As the Employer must not be in receipt of any confidential medical information, it will schedule a meeting within twenty-four (24) business hours between the Union and the Plan's broker and advise that the Insurer immediately have the prescription/treatment covered.


Signed this 4<sup>th</sup> day of September 2024

**FOR THE UNION:**


  
Kasiobi Nwankud (Sep 12, 2024 12:29 EDT)


  
Levent Ewart (Sep 19, 2024 07:21 EDT)

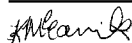
  
Carolina Alvin (Sep 19, 2024 21:01 EDT)




**FOR THE EMPLOYER:**

  
Stephen Wilke

  
[unclear]

  
[unclear]

  
Gabrielle Do (Sep 23, 2024 09:44 EDT)

LETTER OF UNDERSTANDING #3

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12

Re: Procedure for Filling Unassigned Shift

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From time to time the Employer may need to cover shifts after the schedule has been posted that have become available. The procedure for offering such shifts will be as follows:

- 1) PPTG employees will be offered shifts up to seventy-five (75) hours in a pay period and only at sites where they are orientated. Shifts will be given out on a 'first respond' basis
- 2) Part-time (Irregular) employees will be offered shifts up to seventy-five (75) hours in a pay period and only at sites where they are orientated. Shifts will be given out on a 'first respond' basis
- 3) Full-time Employees will be offered shifts up to eighty-eight (88) hours in a pay period and only at sites where they are orientated. Shifts will be given out on a 'first respond' basis.
- 4) PPTG Employees will be offered shifts up to eighty-eight (88) hours in a pay period and only at sites where they are orientated. Shifts will be given out on a 'first respond' basis.
- 5) Part-time (Irregular) employees will be offered shifts up to eighty-eight (88) hours in a pay period and only at sites where they are orientated. Shifts will be given out on a 'first respond' basis
- 6) Full-time employees at sites where they are orientated. Shifts will be given out on a 'first respond' basis.
- 7) PPTG employees at sites where they are orientated. Shifts will be given out on a 'first respond' basis.
- 8) Part-time (Irregular) at sites where they are orientated. Shifts will be given out on a 'first respond' basis.
- 9) Emergency Agency Employees.

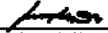
The Employer will make every effort to ensure the employee being offered the shift, is not in breach of the *Employment Standards Act, 2000*, 'Hours of work' guidelines. However, employees are expected to notify the Employer of such a breach prior to accepting the shift.

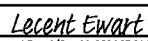
This call-in procedure will only apply to Residential Sites.

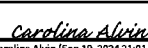
The Employer and the Union will endeavor to sit down and collectively create a call-in procedure for Respite Service in order to appropriately meet the needs of the program's supported individuals within ninety (90) days.

Signed this 4<sup>th</sup> day of September 2024

**FOR THE UNION:**

  
Kasiobi Nwankud (Sep 12, 2024 12:29 EDT)

  
Levent Ewart (Sep 19, 2024 07:21 EDT)

  
Carolina Alvin (Sep 19, 2024 21:01 EDT)

  
Shkhal

**FOR THE EMPLOYER:**

  
[unclear]

  
[unclear]

  
[unclear]

  
Gabrielle Do (Sep 23, 2024 08:44 EDT)

LETTER OF UNDERSTANDING #4

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12


Re: Conversion to Full-Time Work

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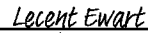
Should the MCCSS provide funds to the agency for the specific purpose of converting part-time positions to full-time positions the parties agree to meet, within sixty (60) days of receipt of written confirmation of Ministry funds. This meeting will occur with the Labour-Management Committee to discuss the issues surrounding the conversion of part-time positions to full-time positions.

Signed this 4<sup>th</sup> day of September 2024

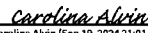
**FOR THE UNION:**

  
Kasiobi Nwankud (Sep 12, 2024 12:29 EDT)


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Lecent Ewart (Sep 19, 2024 07:21 EDT)

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Carolina Alvin (Sep 19, 2024 21:01 EDT)

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
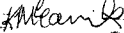
  
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**FOR THE EMPLOYER:**

  
[unintelligible]

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Alan

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Gabriel Do (Sep 23, 2024 09:44 EDT)

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LETTER OF UNDERSTANDING #5

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12


Re: Pay Equity

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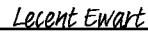
There shall be no direct or indirect lay off (including, but not limited to, reduction in hours of work and service cuts) resulting from the Employer's legal requirement to maintain pay equity obligations and/or resulting from the Employer's legal obligation to pay outstanding pay equity arrears.

Signed this 4<sup>th</sup> day of September 2024

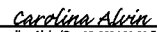
**FOR THE UNION:**

  
Kasobi Nwankud (Sep 12, 2024 12:29 EDT)


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Lecent Ewart (Sep 19, 2024 07:21 EDT)

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
  
Carolina Alvin (Sep 19, 2024 21:01 EDT)

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**FOR THE EMPLOYER:**




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Gabrielle Do (Sep 23, 2024 09:44 EDT)

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LETTER OF UNDERSTANDING #6

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12

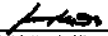
Re: Membership

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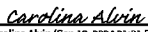
In the event that legislation is proclaimed into force which requires bargaining unit employees to become members of a professional college, the Employer and the Union agree to meet to discuss issues which may concern either party and utilize best efforts to address the issues.

Signed this 4<sup>th</sup> day of September 2024

**FOR THE UNION:**

  
Kadiobi Nwankud (Sep 12, 2024 12:29 EDT)

  
Lecent Ewart (Sep 19, 2024 07:21 EDT)

  
Carolina Alvin (Sep 19, 2024 21:01 EDT)

  
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**FOR THE EMPLOYER:**

  
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Gabrielle Do (Sep 23, 2024 09:44 EDT)

LETTER OF UNDERSTANDING #7

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12

Re: Monthly Shift Schedule Pilot Project

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No later than ninety (90) days following ratification, the employer agrees to trial postings schedules for an 8-week duration. The initial posting will be for 9 weeks and then starting at week 5 such schedule will be posted for an additional 4 weeks and then again, every 4 weeks thereafter.

Any articles that are linked to the schedule or scheduling period would require proration to meet the new length of the scheduling period. The Idea is that neither party is disadvantaged in this regard by the change.

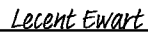
The parties agree to meet and attempt to resolve any unanticipated challenges arising from the scheduling changes. The pilot project can be terminated during the term of the agreement by either party with 8 weeks notice.

**Signed this 4<sup>th</sup> day of September 2024**


**FOR THE UNION:**

  
Kasiobi Nwankud (Sep 12, 2024 12:29 EDT)


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Levent Ewart (Sep 19, 2024 07:21 EDT)

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Carolina Alvin (Sep 19, 2024 7:31 EDT)

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**FOR THE EMPLOYER:**

  
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Gabrielle Do (Sep 23, 2024 09:44 EDT)

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LETTER OF UNDERSTANDING #8

- between -

KERRY'S PLACE AUTISM SERVICES

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND LOCAL 2936-12


Re: Funding

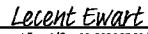
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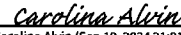
The Parties agree that should the Employer receive additional funding from the Government for the purposes of employee compensation during the term of this Collective Agreement, the Parties shall meet with the intention of discussing the distribution of such funds in good faith. In the event there is a time-limit attached to the additional funding from the Government for the purposes of employee compensation and the parties have failed to reach an agreement by the deadline. Management will ensure the funding requirements are complied with by means of a unilateral decision that is consistent with the Government guidelines for the funding.

Signed this 4<sup>th</sup> day of September 2024

**FOR THE UNION:**

  
Kasobi Nwankud (Sep 12, 2024 12:29 EDT)

  
Levent Ewart (Sep 19, 2024 07:21 EDT)


  
Carolina Alvin (Sep 19, 2024 21:01 EDT)

  
Shkhal

**FOR THE EMPLOYER:**

  
[Redacted]

  
[Redacted]

  
[Redacted]

  
Gabrielle Do (Sep 23, 2024 09:44 EDT)