

UNIT NO. 770

COLLECTIVE AGREEMENT

BETWEEN

FAMILY OPTIONS INC.
(the "Employer")

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**
(the "Union")

EFFECTIVE: **APRIL 1, 2020**

EXPIRY: **AUGUST 30, 2024**

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Employer and the Employees covered by this Agreement, establish and maintain satisfactory working conditions, hours of work and wages, provide a method for the prompt and equitable disposition of grievances, establish an orderly, harmonious collective bargaining relationship between the Employer and its Employees, and to foster and promote the efficient delivery to the community of a high standard of service by the Employer.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all Employees employed by 2291764 Ontario Inc. o/a Family Options Inc. working in and out of Halton Region, Peel Region, and the Regional Municipality of Waterloo, save and except Team Leads, persons above the rank of Team Leads, and office and clerical staff.
- 2.02 The Employer undertakes that it shall not enter into any other Agreement or contract with those Employees for whom the Union has bargaining rights, either individually or collectively, which would conflict with any of the provisions of this Agreement.
- 2.03 Nothing in this Agreement shall preclude the involvement of the use of volunteers and students on a vocational job placement or in other service areas in the performance of any work. Neither shall it be used to replace a bargaining unit Employee.
- 2.04 This Agreement shall not be applicable to individuals or agencies contracted for special programs or services. The Parties acknowledge that specific programs or special funding from various sources may become available or required for training, development in services and/or other matters that are in the best interests of the service recipients. When such funding becomes available, the Employer shall advise the Union by email. Provided that it would not cause layoff or reduction of hours of a member of the bargaining unit, the Union shall have no grounds for objecting to such special programs and shall not require the persons providing such programs to become members of the bargaining unit.
- 2.05 The Employer agrees that Employees excluded from the bargaining unit shall not perform work that is normally performed by members of the bargaining unit except in the case of emergency, training and/or where bargaining unit Employees are not available. In addition, it is specifically agreed and understood that Team Leads are excluded from the bargaining unit and, shall regularly perform direct hands on care for clients, which care is not prohibited by this provision. The Employer agrees to not exceed **two** Team Leads per program location unless it is a requirement of a client's service plan.

An emergency is an event or situation that is unplanned and out of the control of the Employer.

2.06 The following shall constitute serious misconduct and is deemed to be just cause for immediate dismissal. Nothing in this Article prevents the Employer from imposing a lesser penalty than discharge or agreeing with the Union to impose a lesser penalty and doing so does not constitute a waiver by the Employer of this provision. An arbitrator who hears a grievance under this provision shall not have the authority to vary the penalty imposed by the Employer, and her jurisdiction shall be limited to determining whether the misconduct occurred and/or whether the Employer acted arbitrarily or in bad faith in discharging or disciplining the Employee.

- (i) Possession or being under the influence of alcohol, marijuana or illicit drugs in the workplace or being impaired by prescribed drugs or over-the-counter medications in the workplace, subject to the provisions of the Human Rights Code;
- (ii) Theft of Employer, co-worker or supported person's property;
- (iii) Time theft;
- (iv) Abuse of supported persons, as defined in Ontario Reg. 299/10;
- (v) Absenting oneself from the workplace during scheduled shifts without advance permission from the Employer. **For clarity, this includes leaving shift without permission to run personal errands;**
- (vi) **Participation in an unlawful strike; or**
- (vii) **Failing to follow a client's Behaviour Support Plan without reasonable explanation where it results in injury to the client or another member of staff or any other serious incident.**

ARTICLE 3 - NO DISCRIMINATION

3.01 The Parties agree that they and the Employees covered by this Agreement shall comply with the provisions of the *Human Rights Code*.

ARTICLE 4 - DEFINITION

- 4.01 (a) A regular full-time Employee is defined as an Employee who is regularly scheduled for **an average of forty (40) hours** or more per week and in respect of whom there is a predetermined schedule as required and determined by the Employer.
- (b) A regular part-time Employee is defined as any Employee who is regularly scheduled for **less than forty (40) hours per week on average** and in respect of whom there is a predetermined schedule as required and determined by the Employer.

- (c) A Casual Employee is defined as an Employee who picks up shifts and does not have a set schedule.
- (d) Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies, and vice versa.
- (e) Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- (f) Wherever the word "days" is used in this Agreement, it shall not include Saturdays, Sundays nor paid holidays unless such "days" are identified specifically as "calendar days" in which case it shall cover a period of consecutive days including Saturdays, Sundays and paid holidays.

ARTICLE 5 - NO STRIKES OR NO-LOCKOUTS

- 5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of Grievances, the Union agrees that during the lifetime of this Agreement there shall be no strike, or other concerted activity, picketing, slowdown, either complete or partial, and the Employer agrees that there shall be no lock-out.
- 5.02 The words "strike" and "lock-out" are defined in accordance with the provisions of the *Labour Relations Act, 1995* and the jurisprudence thereunder.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and that the direction of the working force in all respects is fixed exclusively with the Employer and shall remain fixed solely with the Employer except as specifically limited by an express provision of this Agreement. These exclusive management rights shall include:
 - (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the people we support;
 - (b) to maintain order, discipline, efficiency and in connection therewith, to establish, alter and enforce reasonable rules and regulations;
 - (c) to hire and, provided that a grievance may be filed that the action is in breach of the Agreement, to transfer, lay-off, retire, recall, promote, demote, classify, assign duties;
 - (d) to discharge, suspend or otherwise discipline for just cause Employees who have completed the probationary period, provided that a claim that an Employee who has completed her probationary period has been discharged

or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (e) to plan, direct and control the work of the Employees and the operations of the agency.

ARTICLE 7 - UNION SECURITY

- 7.01 As a condition of employment, the Employer shall deduct from each Employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Such dues shall be deducted from each pay for Employees. In the case of newly hired Employees each Employee shall be subject to a one (1) time Union Initiation Fee of ten (10) dollars, as directed by the Secretary Treasurer of the Union. Initiation Fees and Dues deductions shall commence in the month of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer in writing of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

In consideration of the deducting of Initiation Fees and Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting in any way from the operation of this Article.

Monthly deductions shall be made and forwarded to the Secretary Treasurer of the Union on or before the 15th of the month following the month in which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues the month following.

The Employer agrees to submit to the Union dues and other initiation fees and assessments in an electronic format provided by the Union and as per the written direction of the secretary-treasurer.

The Employer shall provide each Employee with a T4 slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - CONTRACTING OUT

- 8.01 The Employer shall not contract out any work normally performed by members of the bargaining unit if it results in the layoff or reduction of the regular hours of bargaining unit Employees.

The Parties agree that this provision does not apply in the case of an emergency as defined under Article 2.05 or where the Employer needs to cover a shift due

to the unscheduled absence of the scheduled Employee with less than twelve (12) hours of notice **or where no employee was available to work the schedule or rotation/willing to accept the schedule or rotation when it was originally scheduled.** In such cases, the Employer may use contract or temporary workers to cover the shift and/or perform the required bargaining unit work.

ARTICLE 9 - UNION REPRESENTATION

- 9.01 The Parties agree that there shall be no discrimination, interference, restraint, or coercion or intimidation exercised or practiced by either of them or their representatives or members, because of an Employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.
- 9.02 The Union further agrees that there shall be no solicitation of members, collection of dues, Union executive or membership meetings, or other Union activities either on the premises of the Employer or at such location where services are being provided by Employees, except as specifically permitted by this Agreement or as specifically authorized in writing and in advance by the Employer.
- 9.03 The employer agrees to recognize union stewards, members of the Negotiating Committee, and the Labour Management Committee, upon being notified in writing by the Union of the persons filling such positions.
- 9.04 Stewards
- (a) The Parties agree that there shall be up to three (3) stewards. One of the three stewards shall be designated the "Chief Steward". **The Union shall advise the Employer of the names of the stewards and the person designated Chief Steward. The Employer shall be entitled to consider any one of the named stewards as a Union representative for the purposes of this Agreement.**
 - (b) Employees shall not be eligible to serve as stewards or members of any committee until they have served their probationary period and hold seniority standing.
 - (c) The Employer acknowledges the right of the Union to appoint or otherwise select stewards. Stewards' responsibilities include but are not limited to, assisting Employees in the processing of any grievance that might arise. The processing of a grievance shall be in accordance with the grievance procedure as herein provided.
 - (d) The Union acknowledges that Union stewards have regular duties to be performed on behalf of the Employer, and that the members of the Bargaining Unit provide services to vulnerable persons who may require constant supervision. The Union agrees that stewards shall not leave their job duties without first:

- (i) obtaining permission from the Employer, which permission shall not be unreasonably denied; and
- (ii) ensuring that the needs of the person to whom they are providing support shall be adequately met if the Steward leaves work.

9.05 During the first thirty calendar (30) days of employment of a new Employee, the Employer shall **allow** for an introduction between the Employee and a Union Steward or committee member not to last longer than fifteen (15) minutes.

Where a Steward or committee member is scheduled for an overlapping shift with the new Employee in the same location, the meeting shall be in person. Where a Steward or committee member is not scheduled on an overlapping shift at the same location, this orientation shall be arranged by telephone. In no case shall an introductory meeting be allowed to interfere with client care.

9.06 Labour Management Committee

- (a) A Labour Management Committee shall be appointed consisting of a maximum of three (3) representatives appointed by the Union and a maximum of three (3) appointed by the Employer. The Chief Steward shall attend all Labour Management meetings. The Labour Management Committee shall meet upon mutual Agreement of the Parties and provided an agenda is submitted by the party requesting that the meeting be held at the time of the request. The Party to whom the request is submitted may add to the agenda at the time it agrees to the scheduling of the meeting. The Parties may mutually agree to add matters to the agenda prior to the meeting so long as same are identified in writing. The purpose of these meetings shall be for discussing matters of mutual concern, which shall not include matters that are properly the subject of negotiations for the amendment or renewal of the collective Agreement or grievances. The Committee can make recommendations to the Union and to the Employer.

The purpose of the Labour-Management Committee is:

- To promote harmonious relations between the Parties.
 - To provide a means whereby problems or concerns can be discussed and resolved to mutual satisfaction.
- (b) The attendance of representatives at Labour Management Committee meetings shall be without loss of service or seniority. Meetings shall be co-chaired on a rotating basis. Minutes taking shall be shared on a rotating basis. Minutes shall be drafted and distributed for review by the responsible party within seven (7) days following a meeting. Minutes shall be posted after approved and signed by both Parties.
 - (c) The Union and the Employer agree that such meetings, discussions and correspondence involving Union business and Union-management

relations shall be conducted in a respectful and professional manner in the spirit of promoting harmonious relations between the Parties and creating a mutually respectful and productive working relationship.

- (d) The Union shall have the right to have the assistance of Representatives of the Union when dealing with the Employer in such meetings so long as the Union advises the Employer in writing and in advance of the meeting that such Representative shall be attending.

9.07 Negotiating Committee

The Employer shall recognize a Negotiating Committee of three (3) Employees to represent the Union in meetings with the Employer in the negotiation of the renewal of this Agreement.

- 9.08 The Employer recognizes the right of the Union Representative to attend at its offices (where the Employer has deemed their office) with advanced notice of no less than 48 hours for the purpose of assisting the bargaining unit members in any meetings with the Employer.

9.09 Leave for Union Business

The Employer may grant leave of absence for up to three (3) Employees to attend Union functions provided that the needs of the Employer and supported persons can be met while the Employee is on leave and shall pay Employees at their regular rate and bill the Union back for the cost of their wages. Requests for leave should be made by the Union in writing and submitted to the Employer at least one (1) month in advance. The total leave granted to all Employees combined shall not exceed twenty (20) days per calendar year.

9.10 Union Binders

The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) binder in each Service Area to inform all Employees in the bargaining unit of the activities of the Union. The Union shall forward Union notices to the Employer for approval prior to distribution. It is understood that such approval shall not be arbitrarily denied. The Union binders shall be maintained by the Union.

ARTICLE 10 - JOINT HEALTH AND SAFETY REPRESENTATIVES

- 10.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

- 10.02 The Employer and the Union agree to establish a Health and Safety **representative in each program** in accordance with the provisions of the *Occupational Health and Safety Act*, and if applicable to the workplace.

- 10.03 The Union agrees to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Employer or between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement.
- 11.02 The grievance shall be in writing and identify the nature of the grievance, the remedy sought, and the specific provisions of the Agreement which are alleged to have been violated.
- 11.03 When an Employee is given a verbal or written warning, the Employer shall document the warning in a letter to the Employee and provide a copy to the Union within ten (10) days. The time limits for filing a grievance shall commence upon provision of this notice.

When any other discipline is imposed, the Employer shall advise the Employee that they are entitled to be represented by a Union Steward at the disciplinary meeting. The Employee shall be given 24 hours' notice of the disciplinary meeting, and it shall be the Employee's responsibility to secure Union representation at the disciplinary meeting if they so choose. The Employer shall confirm the discipline in writing to the Union within three (3) days of the disciplinary meeting. The time limits for filing a grievance shall commence upon provision of this notice

Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify a union steward of such suspension or discharge in writing, within three (3) days of the imposition of the discipline. The time limits for filing a grievance shall commence with the provisions of this notice.

Early Resolution

It is the mutual desire of the Parties that complaints shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until she has first given her supervisor or manager the opportunity of adjusting her complaint. Such complaint shall be discussed between the Employee and her Supervisor or Manager within five (5) days after the circumstances giving rise to the complaint.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following her supervisor or manager's decision in the following manner and sequence:

STEP 1

A Union Steward shall submit the signed, written grievance to the supervisor or manager. The supervisor or manager shall deliver her decision in writing within ten (10) days following the day on which the written grievance was presented to him or her. The Union and the Employer may meet to discuss the grievance at a time and place suitable to both Parties. Failing settlement, then:

STEP 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Executive Director or designate.

A meeting shall then be held between the Director of Services or designate and the Union Steward(s) who may be accompanied by the Union Representative, within ten (10) days of the submission of the grievance at Step 2.

The decision of the Employer shall be delivered in writing to the Union Steward and Union Representative within ten (10) days following the date of such meeting.

Group Grievance

Where a number of Employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each Employee who is grieving, to the Employer or designate within ten (10) days after the circumstances giving rise to the grievance have occurred, or ought reasonably to have come to the attention of the Union. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance. A Union Steward may sign the grievance on behalf of a member(s). This clause shall not be used to bypass the time limits related to the filing of individual grievances.

Policy Grievance

A complaint or grievance arising directly between Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days after the circumstances giving rise to the grievance occurred, or ought reasonably to have come to the attention of the Union.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee which she could have instituted herself and the regular grievance procedure shall not be bypassed.

Discharge Grievance

If an Employee who has completed her probationary period claims that she has been unjustly discharged, such claim shall be submitted in the form of a signed

grievance by the Union Steward at Step 2 of the grievance procedure to the Employer within five (5) days. The grievor may accompany the Union Steward.

- 11.04 (a) Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- (b) The Parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the Parties may, upon mutual Agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The Parties shall share equally the fees and expenses, if any, of the mediator/arbitrator.
- 11.05 Agreements reached under the grievance procedure between the representatives of the Employer and representatives of the Union shall be final and binding upon the Employer, the Union and the Employee(s).
- 11.06 The Parties specifically agree that the time limits herein shall be considered mandatory and shall only be extended or altered by the written Agreement of the Parties. It is specifically agreed that should the Union fail to advance a grievance within any time limit it shall be deemed abandoned. Should the Employer fail to respond to a grievance within the time limit in any step it shall be deemed to be advanced to the next step.

ARTICLE 12 - ARBITRATION

- 12.01 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure, unless by mutual written Agreement by both Parties.
- 12.02 The Parties specifically agree that the time limits herein shall be considered mandatory and shall only be extended or altered by the written Agreement of the Parties. Failure to refer a grievance to arbitration within the appropriate time limits shall result in it being deemed abandoned and it shall not be subject to a further grievance or complaint.
- 12.03 When either party submits a grievance to arbitration it shall advise the other party in writing and submit, at that time, a list of not less than three arbitrators. Within ten (10) days thereafter, the other party shall agree to one of the proposed names or, in the alternative, respond with not less than three alternative names to hear the matter. If the Parties fail to agree on an arbitrator, the Parties may continue to propose alternatives or either party may request appointment of an arbitrator by the **Ministry** of Labour.
- 12.04 The arbitrator shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any

existing provisions, including but not limited to amending or altering the time limits in the Grievance Procedure and/or Arbitration provisions of this Agreement, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 12.05 The decision of the arbitrator shall be final and binding upon the Parties and the Employee or Employees concerned.
- 12.06 Each of the Parties shall share equally the fees and expenses, if any, of the arbitrator.
- 12.07 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in the Grievance procedure and arbitration articles.

ARTICLE 13 - SENIORITY

- 13.01 A new Employee shall be known as a probationary Employee until the Employee has worked (a) nine hundred (900) hours for full time Employees and b) five hundred (500) hours for part-time and casual Employees. All required training shall be completed by the Employee prior to the completion of their probation. It is agreed that the dismissal or lay-off of a probationary Employee is at the sole discretion of the Employer.
- 13.02 It is expressly understood that the extension of the probationary period shall be subject to mutual Agreement between the Employer and the Union. The Employer shall advise the Union of any proposed extension and copy the Chief Steward. Extensions shall not exceed three (3) months and shall not be subject to the Grievance Procedure.
- 13.03 Upon successful completion of the probationary period, the Employee shall be placed on the full-time or part-time/casual seniority list in accordance with their original date of hire.
- 13.04 Effective on the date of this Agreement, the Parties shall establish separate initial seniority lists for full-time and part-time Employees on the following basis:
 - (a) The Parties expressly agree that the work performed by an Employee as an associate/independent contractor prior to October 1, 2016 is relevant solely for the purpose of establishing the initial seniority lists and shall not be considered or included for any other purpose, including but not limited to the Employee's entitlements pursuant to the *Employment Standards Act, 2000* or length of service. For clarity, October 1, 2016 is the employment start date for all Employees who performed work for the Employer as an associate/independent contractor prior to that date;
 - (b) an Employee's placement on the full-time or part-time/casual seniority list shall be based solely on the Employee's hours worked with Family Options up to the effective date of this Agreement. Employees who regularly work forty (40) hours or more a week shall be placed on the full-time seniority list.

Employees who regularly work less than forty (40) shall be placed on the part-time seniority list.

- 13.05 Following the effective date of this Agreement and the establishment of the initial seniority lists, both full-time and part-time/casual Employees shall accrue seniority based on hours actually worked for the Employer, although separate seniority lists shall be maintained for full-time and part-time Employees.
- 13.06 Where an Employee changes status from full-time to part-time or vice versa, their seniority is transferrable.
- 13.07 It is specifically agreed that the Employer shall have the right to assign and re-assign Employees to work and/or clients without regard to seniority and/or without posting a vacancy. For clarity, this Article does not apply to the reassignment of full-time Employees to a part-time position or the reassignment of part-time Employees to a full-time position. The Parties further agree that the Employer shall consider any written request for reassignment prior to reassigning another Employee. Where multiple Employees have made a request for reassignment, preference shall be given by seniority.
- 13.08 If an Employee is assigned to a position outside the Bargaining Unit (with the Employer), they shall retain their seniority accumulated up to the date of leaving the Bargaining Unit, but shall not accumulate seniority while outside the Bargaining Unit. The Employee's service shall accumulate during the aforementioned period. This provision shall only apply to those who remain outside the bargaining unit for less than twelve (12) months.
- 13.09 Accumulated seniority shall be lost and an Employee's employment deemed terminated subject to an Employee's right to grieve that this provision has actually been triggered, whenever an Employee:
- (a) quits their employment or retires;
 - (b) is discharged and not reinstated;
 - (c) is deemed to have abandoned their job;
 - (d) is laid off for more than eighteen (18) consecutive months;
 - (e) fails to return to work within five (5) working days after she has received the notice of recall delivered to the last address on file for the Employee;
 - (f) is absent from work for three (3) consecutive shifts without providing advanced notice to the Employer and a reason which, in the opinion of the Employer justifies the absence, at the time of said notice;
 - (g) commits any of the infractions identified in Article 2.06;
 - (h) utilizes a leave of absence for a purpose other than that for which it was specifically requested and granted;

- (i) accepts or engages in employment elsewhere while absent from work with the Employer during a leave of absence without informing the Employer in writing in advance;
 - (j) **fails to accept at least twenty-four hours of work offered in each of three (3) consecutive weeks without a reasonable excuse; or**
 - (k) **fails to provide medical or other information to substantiate an absence of three (3) days or longer, where requested by the employer.**
- 13.10 It is the responsibility of the Employee to keep the Employer informed of their current address and telephone number. If an Employee fails to do this, the Employer shall not be responsible for a failure of a notice to reach an Employee.
- 13.11 When an Employee resigns from her position, the resignation shall be in written form. An Employee may tender their resignation electronically. In the event the Employee wishes to retain their employment status and seniority the written notification shall indicate her desire to continue working as a part-time Employee. Otherwise the Employee has deemed to resign from her position. Once tendered, a written resignation shall not be subject to alteration or reconsideration by the Employee.
- 13.12 Any question having to do with the observance or non-observance of seniority may be the subject of a Grievance and dealt with under the Grievance procedure including the Arbitration provisions.
- 13.13 The seniority list(s) shall be posted in the Union binders every six (6) months. The Employer shall provide the Union electronic copies of the Seniority Lists sorted by full-time and part-time. Lists shall be provided every six (6) months each year.

ARTICLE 14 - JOB POSTINGS

- 14.01 Where the Employer deems it necessary to fill a vacant position, or create a new position, it shall be posted internally for a minimum period of seven (7) calendar days in accordance with the Collective Agreement. A copy of the posting shall be forwarded to the Union.

The posting shall state the requirements of the job and its location. Employees interested in being considered for such a vacancy shall submit a written application to the address indicated on the posting and in accordance with this Agreement.

- 14.02 Job applications, layoffs and recalls shall be based on the following factors:
- (a) seniority;
 - (b) the qualifications, education, experience, ability, knowledge, discipline history, ability to work towards the requirements, goals and objectives of the

supported person's individual program and behavior plan, restrictions in the supported person's program plan, and the required training of the Employee to perform the work as required.

Where in the sole judgment of the Employer, which shall not be exercised in an unfairly discriminating manner, the qualifications in factor (b) are relatively equal as between two or more applicants, seniority shall govern.

For the purpose of job postings for promotions and lateral moves the Employer shall consider only timely discipline that exceeds a written warning.

- 14.03 Applicants from within the bargaining unit shall be given first consideration for a vacant position, so long as they meet the requirements of the position in accordance with the factors to be considered under Article 14.02 any other legal requirements.

Where no bargaining unit Employee meets the requirements of the position, the Employer shall be entitled to hire from outside the bargaining unit or to select an Employee from within the bargaining unit to be trained to meet the requirements of the position, at its sole discretion.

- 14.04 Vacancies that are not expected to exceed twelve (12) weeks need not be posted.

- 14.05 This Article and Job Posting Requirements shall not apply to a transfer or reassignment within a classification and it is specifically agreed that the Employer shall have the right to assign employees work and client assignments without postings. However, the Employer will consider the written request of an employee to transfer within their classification prior to a vacancy being filled. The existing transfer process shall include part-time employees, but does not include movement from a part time to a full-time position. All employees must complete a transfer sheet to be considered for a transfer. Consideration of multiple transfer requests shall be by seniority within the Agency.

ARTICLE 15 - LAY-OFF

- 15.01 In the event of a lay-off, the Employer shall lay off Employees in the reverse order of seniority within the full-time and part-time classifications, provided that those Employees who remain on the job have the ability and qualifications to perform the work. Qualifications shall be determined in accordance with Article 14.02 and in accordance with any legal requirements. The Union shall be advised of the lay-off in writing.

- 15.02 An Employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off;
- (b) if the laid off Employee is a full-time Employee, displace either the least

senior full-time or the least senior part-time Employee, provided that she is qualified for the job within the meaning of Article 14.02 and any other legal requirements and is willing to perform the work of the new job. For clarity, a full-time Employee who elects to displace a part-time Employee shall become a part-time Employee and shall have no entitlement to be scheduled for full-time hours; or

(c) if the laid off Employee is a part-time Employee, displace the least senior part-time Employee, provided that she is qualified for the job within the meaning of Article 14.02 and any other legal requirements and is willing to perform the work of the new job.

15.03 The Employer shall recall Employees who have been laid off by seniority, provided that the Employee is qualified for the job within the meaning of Article 14.02 and any other legal requirements and is willing to perform the work of the new job.

15.04 A laid-off Employee shall retain the rights of recall for a period of eighteen (18) months.

15.05 A full-time Employee who is recalled to work in a part-time position shall have the right to return to the position that they held at the time of the lay-off should it become available within twelve (12) months of the recall.

15.06 Employees on lay-off shall be given preference for temporary vacancies as defined under the Article 14.04, provided that they are qualified for the job within the meaning of Article 14.02 and any other legal requirements and willing to perform the work of the new job.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Employer may, at its discretion, grant a leave of absence without pay, where the leave of absence does not interfere with the efficient operations of the Employer, the safety of supported persons, or cause the Employer to incur overtime costs. Such leaves of absence shall be for a stated period that shall not exceed three (3) months.

A leave of absence shall be requested in writing and, wherever possible, at least one (1) month in advance of the proposed start of the leave of absence. The Employer shall respond in writing to the leave of absence request within fourteen (14) calendar days.

To be eligible for a leave of absence, the Employee shall have completed at least twelve (12) months of employment.

16.02 If the Leave of Absence is granted, the Employee shall be advised in writing with copy to the Union.

- 16.03 Employees who are on Leave of Absence shall not seek gainful employment on such leave, and if an Employee does engage in gainful employment while on such leave, she shall be deemed to have quit and forfeit all seniority rights and privileges contained in this Agreement, unless otherwise agreed by the Union and the Employer. If the Employee is gainfully employed prior to the leave the Employee shall inform the Employer in writing prior to seeking approval from the Employer.
- 16.04 An Employee who has been granted a Leave of Absence of any kind, and who overstays their leave **without prior written** permission shall be **deemed** to have resigned their employment. **It is the sole responsibility of an employee who anticipates that they will overstay a leave of absence to provide supporting documentation, including medical information, to the Employer before the end of the authorized leave.**
- 16.05 Where a Leave of Absence of up to (3) months has been approved, the Employer shall reinstate the Employee to the same work classification.
- 16.06 It is understood that a Leave of Absence shall not be requested as an attempt to take time off as unpaid holiday except in extenuating circumstances.

ARTICLE 17 - LEAVE OF ABSENCE PREGNANCY

17.01 Pregnancy and Parental leaves shall be granted in accordance with the *Employment Standards Act, 2000* unless otherwise amended.

17.02 Pregnancy Leave

- (a) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act, 2000*, and may begin no earlier than seventeen (17) weeks before the expected birth date and no later than the date of birth.

The Employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless such notice is impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery shall occur.

- (b) The Employee shall have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The Employee shall give at least four (4) weeks' notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so,

and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

17.03 An Employee who does not apply for leave of absence under Article 17.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery shall occur or the actual date of her delivery.

17.04 An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time Employee returns to work at the expiry of the normal pregnancy or parental leave, and the Employee's former permanent position still exists, the Employee shall be returned to her former job.

All Employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions or if the permanent position has been eliminated a comparable position shall be offered.

17.05 If the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of Article 15.02.

17.06 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.

17.07 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act, 2000* shall continue and seniority shall accumulate during the leave.

17.08 Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under Article 17.09 of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

17.09 Parental Leave

(a) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.

- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her own.
- (c) Parental leave shall begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For Employees on pregnancy leave, parental leave shall begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the Employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The Employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An Employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

ARTICLE 18 - EDUCATIONAL LEAVE

- 18.01 Upon successful completion of her probationary period, an Employee shall be paid for work time missed due to her attendance at a course required by the Employer. During such leave of absence, seniority shall accumulate as if the Employee has worked. All costs associated in taking the course shall be covered by the Employer. This shall not include courses required by legislation or regulation (including Safe Management and CPR/First Aid). In such cases, a leave of absence without pay shall be granted and the Employee shall not receive compensation for time missed while taking any such course.
- 18.02 The Employer shall continue to pay the cost for safe management training renewals, with the exception of the Online Portion. Employees who fail to attend training scheduled by the Employer and whose safe management training expires shall be required to secure training at their own expense prior to being allowed to work further shifts.
- 18.03 The Employer may, in its discretion, grant a Leave of Absence without pay for educational reasons for a period of time consistent with the educational program for which the Leave of Absence is requested. To be eligible for an educational Leave of Absence, the Employee shall have completed twelve (12) months of employment.

ARTICLE 19 - HOURS OF WORK

- 19.01 The following section is intended to define the normal hours of work for **all** Employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

- 19.02 The recognized workday for shall consist of **six (6)**, eight (8), **ten (10)** or twelve (12) hour-**shifts** inclusive of meal periods **in accordance with program needs**.
- 19.03 Full-time and part-time Employees are defined in Article 4.01 of this Agreement.

ARTICLE 20 - COURT DUTY

- 20.01 An Employee who is subpoenaed as a witness in a Provincial or Federal Court proceeding, inquest or other matter in connection with her employment with the Employer shall be paid for the time spent as a witness at her basic hourly rate. This Article does not apply to attendance at grievance arbitrations under this Agreement.

ARTICLE 21 - PAID HOLIDAYS

- 21.01 Employees shall be entitled to paid public holidays in accordance with the *Employment Standards Act, 2000*, as amended.
- 21.02 Holiday pay calculations and entitlements shall be in accordance with the provisions of the *Employment Standards Act, 2000*.

ARTICLE 22 - VACATION

- 22.01 Employees shall be entitled to vacation and vacation pay in accordance with the *Employment Standards Act, 2000*, as amended.

ARTICLE 23 - RELIEF PERIOD

- 23.01 The Employer shall provide an Employee with breaks as per the *Employment Standards Act, 2000*.

ARTICLE 24 - OVERTIME

- 24.01 Employees shall be compensated at a rate of one and one half (1.5) times the Employee's regular rate of pay for all hours worked in excess of forty-four (44) hours per week.
- 24.02 Overtime shall be approved by Management before it is worked.
- 24.03 Shift Exchanges

In the event that an Employee wishes to change a shift or switch a shift with another Employee, they shall submit a written request to the Employer for advance approval. The Employer shall consider the needs and legal

requirements of the client(s) before making the decision to allow a shift change or switch. If an Employee initiates a shift exchange, overtime rates shall not be applicable. Shift exchanges shall not be unreasonably denied.

24.04 Employees who are required to stay past their regular scheduled shift shall be compensated at their regular rate of pay for all hours worked.

ARTICLE 25 - PAID LEAVE

25.01 Employees who have completed their probationary period are entitled to two (2) paid days per calendar year for personal use and/or sickness (including the sickness of an immediate family member).

ARTICLE 26 - WORK SCHEDULES

26.01 All full-time and part-time Employees shall be scheduled by the Employer in accordance with the requirements of the Employer, given the people we support in the homes and, the program needs.

26.02 The manager of a program, or designate, shall post **schedules that are at least four (4) weeks long** in each worksite (but may post longer schedules, at the Employer's discretion, **or shorter schedules in the case of an emergency**). **Schedules are subject to change without notice if the needs of the program or client needs change.**

ARTICLE 27 - MINIMUM REPORTING ALLOWANCE

27.01 If an Employee reports for work at the regularly scheduled time for their shift and no work is available, such Employee shall be entitled to a minimum of three (3) hours pay at the Employee's regular rate provided that:

- (a) The Employee has not been previously notified by the Employer to the contrary, either verbally or by message left at the Employee's residence at least two (2) hours prior to the shift starting time;
- (b) If requested by the Employer, the Employee shall perform a minimum of three (3) hours work as the Employer may assign;10
- (c) An Employee shall not be paid if the reason for no work is beyond the control of the Employer, such as a natural disaster.

27.02 The Employer agrees that it shall not schedule Employees for regular shifts of less than four (4) hours. It is understood and agreed that staff meetings are excluded from this provision.

27.03 Wherever possible, the Employer shall endeavour to provide Employees with at least four (4) weeks' notice of mandatory staff meetings.

ARTICLE 28 - PAY DAYS

- 28.01 Pay shall be issued bi-weekly. The Parties recognize that this is a transition and shall cooperate in its implementation, which implementation they shall endeavour to do as expeditiously as is reasonably possible.
- 28.02 All Employees are paid through direct deposit to their bank or trust accounts. All new Employees are asked to supply their banking information at point of hire.
- 28.03 Upon termination of employment, the final pay amount and Record of Employment are processed on the next regular pay day. If there is a reason why these are needed sooner arrangements can be made, but an amended Record of Employment and follow-up pay are usually required.
- 28.04 Upon request by the Employee, the Employer shall issue a cheque for any shortage of pay due to a payroll error within five (5) days of the request.

ARTICLE 29 - MILEAGE

- 29.01 The Employer shall reimburse an Employee for using their own vehicle for Employer business at a rate of \$0.40 per kilometer.
- 29.02 Where an Employee alleges that their car has been damaged by a client, the Employer shall investigate to determine whether (a) the damage was in fact caused by the client; and (b) whether the Employee contributed to the damage through negligence and/or failure to comply with the client's behaviour or program plan.

In situations where it is determined that the Employee was not negligent in her duties, the Employer shall cover the costs to repair the vehicle to its condition just prior to the damage, in accordance with the following:

- (a) the Employee shall provide photograph(s) of the damage and submit these with the incident report in a timely manner;
- (b) the Employee shall provide three (3) reasonable and competitive written quotes to repair the applicable damage;
- (c) The Employer shall select a quote or may obtain an additional quote;
- (d) Wherever possible, the Employer shall pay directly for the repairs.

ARTICLE 30 - PERSONNEL FILE

- 30.01 An Employee shall have the right to review their personnel file following reasonable verbal notice to the Employee's immediate supervisor.

30.02 Any warning letter, record of verbal counselling, or disciplinary letter (including suspension letter) shall be removed from the Employee's personnel file twenty-four (24) months following the date of such letter, provided that no further discipline has been imposed in respect of the same issue within the previous twelve (12) months. This article does not apply in cases of client abuse or violence.

ARTICLE 31 - VIDEO CAMERAS

31.01 The Parties agree that the Employer is within its management rights to use video surveillance in the workplace. However, the Employer agrees that video surveillance shall not be used for the purposes of monitoring Employees in real time. The Employer further agrees that video cameras shall be visible and clearly identified with appropriate signage.

ARTICLE 32 - PRINTING OF COLLECTIVE AGREEMENT

32.01 The Employer agrees to share equally in the cost of printing the Collective Agreements.

ARTICLE 33 - RENEWAL, AMENDMENT AND TERMINATION

33.01 This Agreement shall be effective from the date of ratification and shall continue in effect until **August 30, 2024** and shall continue automatically unless either party notifies the other in writing no earlier than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

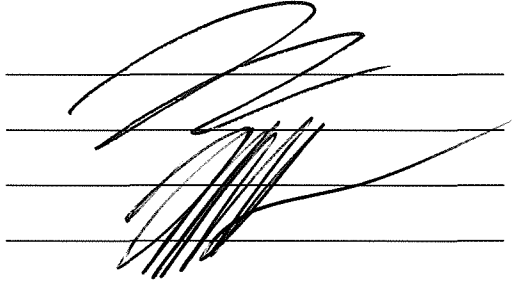
33.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the Parties shall begin within thirty (30) days following such notification.

33.03 If pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or until the conditions section 86 of the *Labour Relations Act, 1995* have been met.

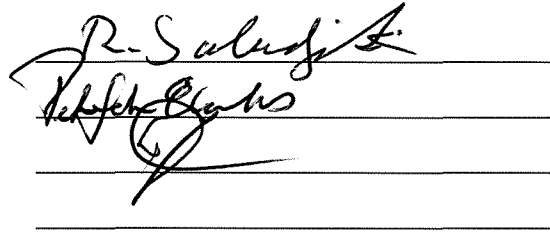
33.04 If during the term of this Agreement, the Government allocates additional moneys to the Association for enriching staff wages, the Employer and the Union shall meet and disburse the allotted moneys to the Employees.

DATED at SEIU office this 10th day of NOVEMBER, 2021.

ON BEHALF OF THE EMPLOYER

A large, stylized handwritten signature in black ink, written over four horizontal lines.

ON BEHALF OF THE UNION

A handwritten signature in black ink, written over four horizontal lines. The signature appears to be "R. Salas" with a flourish underneath.

SCHEDULE "A"

As of April 1, 2020	\$18.54	
As of August 30, 2021 Ratification	\$20.54	10.8% increase

Staff who work with clients A.H. and S.N. shall be paid a premium of \$2.00/hour as determined by the external funding agency.

NOTE: *no change to asleep shift wage rate (currently \$15.23), asleep shifts will not be included in calculation of OT*

The Employer will pay 50% of the premium cost to provide group health and benefit coverage to actively employed full-time members of the bargaining unit who have completed their probationary period, subject to the terms of the plan. The Employer reserves the right to change benefit plan carriers at its sole discretion.

Note: the parties understand that benefit enrollment is automatic and that eligible employees are not entitled to opt out.

LETTER OF UNDERSTANDING RE: COVID VACCINATION

The parties agree the COVID-19 vaccines **are** beneficial for our employees, and that the people we are for are especially vulnerable to COVID-19. Therefore the parties agree as follows:

- (1) All employees who are eligible to receive the COVID-19 vaccine are required to be vaccinated, subject to the following:
 - a. If the full cost of the vaccination is not covered by OHIP, the Employer will **pay** the full or incremental cost for the vaccine.
 - b. The Employer acknowledges that employees have the right to refuse any required vaccination. If an employee refuses to take the COVID-19 vaccine, they may be placed on an unpaid leave of absence during any COVID-19 outbreak until cleared to return to work.
 - c. This provision is subject to the *Human Rights Code*.

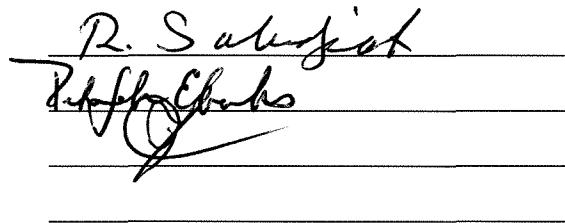
DATED at SEW office this 10th day of NOVEMBER, 2021.

ON BEHALF OF THE EMPLOYER



Two handwritten signatures in black ink are written over four horizontal lines. The top signature is a large, stylized cursive mark. The bottom signature is a more dense, scribbled cursive mark.

ON BEHALF OF THE UNION



Two handwritten signatures in black ink are written over four horizontal lines. The top signature is a cursive name that appears to be "R. S. Sabir". The bottom signature is a more stylized cursive mark.

LETTER OF UNDERSTANDING RE: WRITTEN AND VERBAL WARNINGS

The parties acknowledge that disciplinary meetings in which no Union representative is present can be stressful for employees.

Accordingly, for the life of the collective agreement, the parties agree that there will be no more than two (2) Employer representatives in a meeting in which an employee is issued a verbal or written warning, one of whom will be primarily responsible for running the meeting and one of whom will be primarily responsible for taking notes. Wherever practicable, the Employer will advise the employee of the purpose of the meeting in advance.

DATED at SEIU office this 10th day of NOVEMBER, 2021.

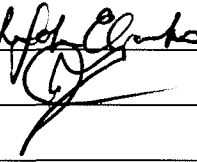
ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

R. Salasiah

Relief Clerk

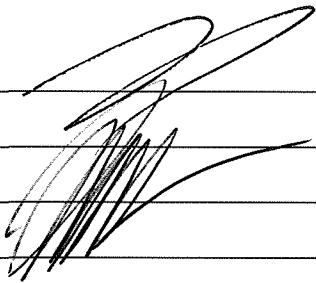


LETTER OF UNDERSTANDING RE: MY65 RETIREMENT PLAN

The Employer and the Union shall meet within 60 days of the ratification of this Collective Agreement to discuss implementation of My65 Retirement Plan as initially proposed by the Union. For certainty, the Employer makes no commitment to implement or contribute to the My65 Retirement Plan.

DATED at SEIU office this 10th day of NOVEMBER, 2021.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

R. Sulejoh

