

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KERRY'S PLACE AUTISM SERVICES  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**APRIL 1, 2019 TO MARCH 31, 2022**

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 It is the purpose of both parties to this Agreement:

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

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

**ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 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;

- 2.01 (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.

2.02 **Non-Discriminatory Exercise of Rights**

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

2.03 **No Union Meeting 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 3 - RECOGNITION AND NEGOTIATION**

3.01 **Recognition**

The Employer recognizes the Canadian Union of Public Employees and Its Local as the sole and exclusive collective bargaining agent for all of its employees of Kerry's Place Autism Services in the Counties of Lennox & Addington, Hastings, Frontenac, Prince Edward, Lanark and Leeds and Grenville save and except the Regional Administrative Assistants, Coordinators, Managers and persons above the rank of Manager.

3.02 **No Other Agreements**

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

3.03 **Right of Fair Representation**

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

### 3.04 **Union Representatives**

The Union recognizes and agrees that Union representatives have their regular duties to perform in connection with their employment. Only such time as is necessary will be taken up by the Union representatives during working hours to carry out their functions under this Agreement, however, it is understood that said functions shall not interfere with their regular duties.

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

### 3.05 **Identification of Union Representatives**

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

### 3.06 **Joint Committees**

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

#### (a) **Negotiating Committee**

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

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

#### 3.06 (b) (i) **Joint Health and Safety Committee**

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 may be amended from time to time.

- 3.06 (b) (ii) A regional Joint Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, with a minimum of one (1) Union and one (1) Employer representative unless otherwise legislated. There shall be one (1) Union representative from each work location with more than twenty (20) employees. 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. For the purposes of this Article, the work locations shall be Thomasburg, Clare, Bungalow, Gray, Metcalf, Reid Settlement, Sidney, and Belleville.
- (iii) While recognizing the Employer's responsibility to ensure that service needs are met, the Employer also recognizes that the safety of its employees is important.
- The Health and Safety policy and the Safety from Workplace Violence policy shall be reviewed annually by the Joint Health and Safety Committee.
- (iv) Should there be an incident of workplace violence that results in an Accident Investigation Report, a copy of the report shall be submitted to the Joint Health and Safety Committee.
- Should there be an incident of violence in the workplace requiring more than in-house first aid, a debrief will occur with the employee in receipt of medical treatment and a union steward, as soon as practicable, and discuss methods to prevent or minimize further occurrences.
- There is nothing in the aforementioned paragraph that limits the Union's right to request a meeting with the Employer.
- (v) The Employer will provide personal protective equipment it deems necessary, which may include personal alarms, at no cost to the employee. The Joint Health and Safety Committee may also make recommendations for personal protective equipment.
- 3.06 (b) (vi) The Employer will provide transportation, as its expense, for employees requiring off-site medical care for a work-related injury or illness. The employee who is being transported shall suffer no loss of pay for the time they spend waiting to receive medical attention at the hospital. If the employee is transported by another employee that employee shall suffer no loss of pay for the time spent transporting that employee and remaining at the hospital.

(c) **Labour-Management Committee**

A Labour-Management Committee shall be established which is composed of an

equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer representatives. The Committee shall hold meetings at least once every three (3) months for the purpose of an exchange of ideas and information on matters of mutual interest and concern and to monitor, review, investigate and improve workplace situations. Minutes shall be taken of all meetings. It is understood that workload issues may be a discussion item at Labour-Management Committee meetings.

The Employer will pay for the release of up to five (5) Union representatives for three (3) hours, at the appropriate rate of pay, to attend no more than four (4) meetings per calendar year.

Every Labour Management Meeting will have the following as standing agenda items:

- Workload
- Recruitment
- Scheduling

The Parties agree that the Labour Management Meeting can be scheduled immediately in the event of an urgent matter or crisis requiring the committee to meet.

(d) Any other committee required by legislation.

### 3.07 **Work of the Bargaining Unit**

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

- 3.08 It is agreed that volunteers, including students and co-op students who provide assistance to the Employer on a paid or unpaid basis, shall not be used in a manner which replaces or reduces the regular hours of work for a bargaining unit employee.
- 3.09 Where an educational qualification for a job changes, bargaining unit persons in the job shall be deemed to have the educational qualification for the purposes of that job only.
- 3.10 The employer shall provide the following for all current and new employees who are members of Local 3794: Name, Address, Telephone numbers including Cell numbers and email addresses if available. This information shall be forwarded to the Recording Secretary of the Local in a timely manner.



**ARTICLE 4 - HUMAN RIGHTS****4.01 Discrimination**

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

**4.02 Harassment**

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

**ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT****5.01 Union Membership**

- (a) All employees who are members of the Union at the time this Agreement becomes effective shall retain membership in the Union for the duration of this Agreement unless promoted or transferred to a non-union job in accordance with Article 3.01.
- (b) As a condition of employment, new employees who comply with Article 3.01 shall join the Union.

**ARTICLE 6 - STRIKES AND LOCK-OUTS**

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

**ARTICLE 7 - CHECK-OFF OF UNION DUES****7.01 Check-Off Payments**

The Employer shall deduct from every employee any dues 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 (15th) day of the following month in which wages were paid and from which dues were levied. The cheque shall be accompanied by a list of the names, deductions, classifications, and the total amount of payroll from whose wages the deductions have been made. The Employer shall be notified in writing at least forty-five (45) days prior to any required change in Union dues or prior to any assessments.

**7.03 Indemnity**

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

**7.04 Dues Receipts**

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

**ARTICLE 8 - CORRESPONDENCE**

8.01 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Secretary or designate of the Union. The Union shall inform the Employer in writing of the name and address of the Secretary or designate of the Union and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Regional Executive Director or the designate.

**ARTICLE 9 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

- 9.01 (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) business days of hiring, provide new employees 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 new employee.

**ARTICLE 10 - GRIEVANCE PROCEDURE****10.01 Definition of a Grievance**

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

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

**10.02 Resolution of Grievances**

In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint five (5) Stewards. In addition to the five (5) Stewards the President may also act in the capacity of a Steward. The Stewards may assist any employee, which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

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

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

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

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

**10.02 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 forty-eight (48) business hours, a written grievance will be submitted to the Manager within five (5) business 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 five (5) business days of the complaint being brought to their attention.

**Step 2**

Failing satisfactory settlement:

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

The Director, Services and Supports and/or their delegate will deliver their written response to the grievor with a copy to the Union within five (5) business days from the day on which the grievance meeting was convened.

**Step 3**

Failing satisfactory settlement:

Within ten (10) business days after the response is given under Step 2, the grievor shall submit the written grievance to the Regional Executive Director or their delegate, specifying the nature of the grievance, the remedy sought and the section of the Agreement alleged to have been violated. The Regional Executive Director and/or any other person designated by the Employer shall meet with the grievor and their Steward and/or President or their delegate or conduct a grievance meeting by a conference telephone call to review the grievance within ten (10) business days following the receipt of this grievance. Both parties will endeavour to settle the grievance on a mutually satisfactory basis.

The Regional Executive Director and/or their delegate will deliver their written response to the grievor with a copy to the Union within five (5) business days from the day on which the grievance meeting or conference telephone call was convened.

**10.03 Policy Grievance**

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

**10.04 Mutually Agreed Changes**

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

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

10.05 Working days/working hours in this Article shall mean Monday to Friday exclusive of Holidays.

**ARTICLE 11 - ARBITRATION****11.01 Appointment of Arbitrator**

Either party may request that a grievance be submitted to arbitration within twenty (20) working days of the Regional Executive Director's and/or designates written response to the grievor. The request shall be made by registered mail addressed to the other party to the Agreement listing five (5) arbitrators, which the referring party is prepared to agree to. Within ten (10) working days thereafter, the other party shall answer by registered mail indicating whether it is prepared to agree to any of the listed arbitrators or, in the alternative, providing a list of five (5) arbitrators.

**11.02 Failure to Appoint**

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

**11.03 Decision of the Board**

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

**11.04 Disagreement on Meaning of Decision**

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

**11.05 Expenses of the Board**

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

**11.06 Amending of Time Limits**

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

**11.07 Witnesses**

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

**ARTICLE 12 - DISCIPLINE, SUSPENSION AND DISCHARGE****12.01 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. In particular, such discharge shall be set aside only if the discharge is arbitrary, discriminatory or in bad faith.

The Employer agrees that where it has called a meeting for the express purpose of announcing discipline or dismissal, it will advise the employee in advance of the purpose of the meeting to provide the employee the opportunity to arrange to have a Steward present. If the employee is unable to arrange a Steward within one (1) day then the Employer shall arrange to have a Steward present. Where circumstances require the spontaneous imposition of discipline, the Employer will advise the Union President as soon thereafter as possible.

The Employer will promptly confirm all disciplinary action in writing to the employee concerned. A copy of the disciplinary letter will be sent to the employee's Steward if one was present.

**12.02 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 10, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.

**ARTICLE 13 - SENIORITY****13.01 Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall be one of the factors considered in selecting applicants to vacancies as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) Autism Support Assistants, part-time Autism Consultants and Overnight Autism Support shall accumulate seniority for each hour worked from the most recent date of hire, according to the following formula: 1800 hours shall be deemed to be equivalent to one (1) year of seniority.
- (c) The Employer shall create one seniority list which outlines each employee's position, hours worked (for non full-time employees), and years of service. For full-time employees, their years of service shall be their date of hire on the current seniority list. For non-full-time employees, their years of service shall be their total hours worked, subject to the limitations in this article.

No more than one-year seniority shall be accumulated in one (1) calendar year.

**13.02 Seniority List**

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

**13.03 Probation for Newly Hired Employees**

- (a) A newly hired full-time employee shall be on probation for the first ninety (90) calendar days worked in their employment.
- (b) A newly hired non full-time employee shall be on probation for the first seven hundred and fifty (750) hours worked.



- 13.03 (c) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. The parties recognize that the termination of a probationary employee may be the subject matter of the grievance and arbitration 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.
- (d) After completion of the probationary period in (a) or (b) above, seniority shall be effective from the original date of employment.

#### 13.04 **Loss of Seniority**

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

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

#### 13.05 **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 twelve (12) months, but will not accumulate any further seniority while in the non-union position. During this twelve (12) month period, the employee's accumulated seniority will be one of the determining factors when applying for



### 13.05 Continued

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

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

### 13.06 **Crossover**

It is understood that an employee's seniority in the Kerry's Place Autism Services bargaining unit has no application with respect to selections to vacancies in another CUPE bargaining unit within the organization. However, if an employee from Kerry's Place Autism Services is a successful applicant to a vacancy in another bargaining unit within the organization, the employee will carry over all bargaining unit seniority and service with the Employer.

## ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

### 14.01 **Job Postings**

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall immediately notify the Union in writing and post notice of the position on the Employer's HR system for a minimum of one (1) week, so that all members will know about the vacancy or new position. Temporary vacancies need not be posted unless it becomes known to the Employer that the temporary vacancy will exceed three (3) months in duration. The employee shall receive the start rate for the duration of the temporary assignment. A bargaining unit employee who fills a temporary vacancy shall be returned to their former position at the end of the temporary vacancy.

### 14.02 **Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated primary location.

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 postable vacancy for the purpose of this Article.

**14.03 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
- (d) therefore, where qualifications and ability to perform the required duties in a competent manner are relatively equal, the senior applicant will be selected to fill the vacancy.

Appointments from within the bargaining unit shall be made within four (4) weeks of the closing date for applications unless there are extenuating circumstances which delay the selection process. The Union successful applicant will be transferred to their new position effective the next unpublished scheduling period..

**14.04 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) days worked. 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) 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 "days worked" 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.

**14.05 Notification to Employee**

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

**14.06 Notification To Union**

The Union shall be notified in writing, by the last business day of the month in the Change of Status report of all promotions, transfers, demotions, hirings, lay-offs, recalls, leaves, resignations, retirements, deaths or other terminations of employment.

**14.07 Professional Developmental Opportunities**

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

1. type of program, workshop or seminar;
2. the subjects and material covered; and
3. the time, duration and location of program.

Where possible, this notice shall be posted for a period of two (2) weeks to afford all interested employees an opportunity to apply. Unless the employee is required by the Employer to attend a developmental opportunity, or unless otherwise agreed, travel, time and any other associated expenses incurred will be the responsibility of the employee and the employee will be given an unpaid leave of absence from work, if necessary, to attend the program.

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

**ARTICLE 15 - LAYOFFS AND RECALLS****15.01 Definition of Layoff**

A lay-off shall be defined as a reduction in the work force or a reduction in the normal hours of work of an employee (as set out in Article 16.01) where such reduction in hours is not uniformly applied to all employees within the classification.

**15.02 Role of Seniority in Lay-Offs**

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

## 15.02 Continued

An employee who has been declared surplus and is about to be laid off may displace the most junior employee (of lesser seniority) in another position in a lower classification, in the bargaining unit, provided the surplus employee has the skill, ability and qualifications to perform the work of the employee with 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." It is agreed that Autism Support Assistant and Overnight positions shall be considered equivalent for bumping purposes.

## 15.03 **Recall Procedure**

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

## 15.04 **No New Employees**

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

## 15.05 **Advance Notice of Lay-Off**

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

if service is greater than 9 years	-	9 weeks' notice or pay in lieu
if service is greater than 10 years	-	10 weeks' notice or pay in lieu
if service is greater than 11 years	-	11 weeks' notice or pay in lieu
if service is greater than 12 years	-	12 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.

## 15.06 **Grievance on Lay-Offs and Recalls**

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

**ARTICLE 16 - HOURS OF WORK**

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

16.01 The Employer's current practice shall continue, namely the hours of work for Full Time employees, for the life of this Agreement shall not be reduced below seventy-five (75) hours in a two (2) week period. The normal hours of work for Part-Time Autism Support Assistants shall be no more than seventy-five (75) hours in a two (2) week period. The current practice of taking paid meal breaks with clients will continue.

(a) **Autism Consultant**

The normal hours of work for the Autism Consultant shall be seventy-five (75) hours in a two (2) week period. The daily hours of work shall be scheduled by the Manager in consultation with the Consultant.

**Full-Time (Autism Support Associate & FT Assistants)**

The normal shifts for Autism Support Associates and FT Autism Assistants shall be seven and one-half (7½) hours.

**Part-Time (Autism Support Assistant)**

Autism Support Assistants 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. It is agreed that where an Autism Support Assistant is scheduled to work a twelve (12) hour shift, the employee may arrange to split the shift with another employee provided the changes are documented on the schedule and provided each employee works a minimum of three (3) hours.

**Overnight Position**

Overnight Staff are PPTG positions that will be on site and available to provide client care for a period of nine (9) hours which will commence not earlier than 10 p.m. and will end not later than 10 a.m. and are employed under an arrangement whereby the employee has elected to work or not when requested to do so. The specific hours of attendance will be as established by the Employer and will be shown on the work schedule. Overnight staff shall be scheduled on the following rotation:

Week 1 - Monday, Tuesday, Friday and Saturday

Week 2 - Sunday, Wednesday and Thursday

When the incumbent is requested to extend their scheduled hours they shall be paid the current part-time rate for all hours worked beyond their scheduled hours.

(b) **Work Schedules**

Work schedules will cover a minimum of a six (6) week period. The schedule will be posted at least six(6) 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.

Should a circumstance arise where three (3) shifts or more are vacated by the same employee once the schedule has already been posted, staff in the house will fill the first three (3) shifts vacated by one (1) employee following the call in procedure. The employer will be responsible for filling any remaining shifts following the call-in procedure.

The practice known as “plunking” in which the employer fills all shifts of the same employee’s leave will discontinue.

If, on occasion and within reason, the employer is unable to conduct the practice of filling vacated shifts with the call-in procedure, the employer will offer a member of the bargaining unit at the affected site, time away from the house to complete the call ins via call in procedure

- (c) Part-Time employees will have the option to be scheduled off one weekend per scheduling period should they exercise their right to do so. This is not a mandatory requirement and they may choose to work all weekends if they elect to do so.

(d) **Split Shifts**

There shall be no split shifts for Autism Support Associates.

(e) **Exchange of Shifts**

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

(f) **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.

Staff requiring to remain on shift 2 hours after the end of their original shift completion, will be paid at one and a half (1 ½) times their regular rate of pay. This provision is only applicable for staff who are mandated to remain on shift and with manager approval. There shall be no pyramiding of these hours and overtime hours in excess of eighty-eight (88) hours bi-weekly

(g) **Call in Procedure**

Staff scheduled out of a Primary Location

Schedules will correspond with the dates based on the pay period Sunday-Saturday. It is understood that, Management will continue to prepare and post the schedule.

There shall be a call in procedure developed and placed in the call in book of each location. The procedure will follow the following order for call in's with the exception of overnights:

1. Part time ( PPTGH & Elect to Work)of the house by seniority
2. Part time ( PPTGH & Elect to Work) of the site by seniority
3. Overnight of the house by seniority
4. Overnight of the site by seniority
5. Full time of the house by seniority
6. Full time of the site by seniority
7. General call in for the people orientated at the house in the same order as above.
8. Any casual staff that have been orientated in the house.

When filling a call-in you will begin your call at the person below the last part time person who accepted the last shift in the house.

\*Note: If the shift opening is for an overnight shift the order will be:

- (a) overnight staff from the affected house
- (b) overnight staff from the affected site
- (c) overnight staff from the general call in list

If the opening cannot be filled by this procedure, the list will resume from last person to accept a shift (Part time (PPTGH & ETW) of the affected house).When utilizing the call-in procedure, employees will not be offered the vacant shift at overtime until all employees have been offer the shift at regular time

Employees will be responsible to cover lieu time using the Call In Procedure.

It is understood that any full-time employee who voluntarily accepts a shift under the Call-In procedure that such work is not considered to be a call-back for the purposes of article 17.05.



The required information shall be submitted to the Employer.

If the shift opening cannot be covered by the employee through the Call In procedure then it will be directed to the On Call person.

Employees may trade shifts, cover lieu, sick and short notice flex days using the Call In Procedure providing that the required information is submitted to the Employer.

Occasionally there may be a reduction of work hours due to the absence of a client. Whenever possible the hours will be reduced equitably among the scheduled ETW part time staff, with the greatest loss applied to the most junior scheduled part time staff.

Scheduling of overtime must be approved by the Employer and/or the On Call person.

#### 16.02 **Rest Periods**

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

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

16.04 Working days in this Agreement shall mean Monday to Friday exclusive of Holidays.

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

- (a) grant unpaid leave to an employee;
- (b) permit the employee to exchange shifts with another employee;
- (c) permit the employee to take a flexible holiday.
- (d) permit the employee to take lieu time.

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

### **ARTICLE 17 - OVERTIME**

#### 17.01 **Overtime Defined**

The Employer's current practice shall continue, namely overtime at the rate of time and one-half (1-1/2) 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.

#### 17.02 **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 ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) 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
- (d) the current practice of meal deductions for Autism Support Associates will be deducted .12 cents an hour (this will only apply to hours worked).

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

#### 17.03 **Compensation for Work in Excess of Normal Weekly Hours**

Overtime compensation as set out in 17.01 for Autism Support Associates and full-time Autism Consultants will be in the form of equivalent time off work with pay. An Autism Support Associate or a full-time Autism Consultant shall not be required to layoff during regular hours to equalize any overtime worked.

Autism Support Assistants will be paid straight time for hours worked up to eighty-eight (88) hours per two (2) week period. All hours beyond eighty-eight (88) in a two (2) week period will be considered overtime and will be paid at the rate of time and one-half for each hour.

**17.04 Sharing of Overtime**

The requirement to work overtime is generally limited to those infrequent and unforeseen situations where an employee is called in to work or asked to remain at work when another employee is absent from work unexpectedly. While it is the Employer's intention to minimize the need for overtime, it shall be divided equitably among employees who are available and qualified to perform the available work at that location first. Overtime is voluntary, however it is understood that overtime may be required to ensure adequate staff coverage. In such event if the senior employee on shift is unwilling to remain on shift, the Employer shall be able to require the junior qualified employee to remain on shift until a qualified replacement can be found.

**17.05 Call Back Pay Guarantee**

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

**17.06 Time Off in Lieu of Overtime**

The time off/time owing to the Autism Support Associate shall be taken providing the employee covers the shift using the call-in procedure. Efforts will be made to not accumulate time owing in excess of thirty-seven and one-half (37½) hours. Requests from Autism Associates and Full-Time Consultants to use time owing will be granted subject to adequate staffing coverage.

Effective for the fiscal year commencing April 1, 2016, full-time employees may opt to have up to 45 hours of such time accumulated paid out per fiscal year. Payouts will be up to twice a year, once for up to 30 hours and a second payout for up to 15 hours. Accumulated time owing may not be carried over from year to year.

**17.07 Attendance at Meetings**

Attendance at a 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.

**17.08 No Pyramiding**

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

**ARTICLE 18 - PAID HOLIDAYS**

18.01 The Employer recognizes the following as paid holidays:

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

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

18.02 **Flexible Holidays**

In addition to the ten (10) paid holidays identified in 18.01, all Autism Support Associates, full-time Autism Support Assistants and full-time Autism Consultants 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, Autism Support Associates, full-time Autism Support Assistants and full-time Autism Consultants may increase their flexible holidays as set out in Article 19.08.

18.03 Autism Support Associates, full-time Autism Support Assistants and full-time Autism Consultants will be paid for the paid holidays on the basis of seven and one-half hours pay at straight time rates provided that they:

- (a) work the last full scheduled shift on the working day which immediately proceeds such holiday, and the first full scheduled shift which immediately follows such holiday unless such absence is due to a legitimate illness or leave approved by the Employer;
- (b) are on the active payroll of the Employer and not on leave of absence, Worker's Compensation, lay-off or in receipt of long term disability payments or short term disability payments;

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

An Autism Support Associate, full-time Autism Support Assistant and full-time Autism Consultant who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay. An Autism Support Associate, full-time Autism Support Assistant and full-time Autism Consultant who is scheduled to work shall be paid at the rate of straight time, and receive another day and one-half (1½) off in lieu, at a time mutually agreed upon. Such requests shall not be unreasonably denied and employees shall be entitled to accumulate time owing to be added to vacation.

18.05 **Compensation for Paid Holidays Falling On Scheduled Day Off**

When any of the above noted paid holidays fall on an Autism Support Associate's, full

time Autism Support Assistant's, or a full-time Autism Consultant's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed.

**18.06 Non Full-Time Autism Support Assistants Pay for Paid Holidays**

- (a) non full-time Autism Support Assistants or non full-time Autism Consultants who work on a paid holiday as per Article 18.01 shall be paid at time and one-half (1½) for all hours worked and are paid holiday pay in accordance with Employment Standards Act.
- (b) non full-time Autism Support Assistants and non full-time Autism Consultants not scheduled to work on a paid holiday shall be paid in accordance with the *Employment Standards Act*.

**ARTICLE 19 - VACATIONS**

**19.01 Autism Support Associates, Full-Time Autism Support Assistants or Full-Time Autism Consultants**

Autism Support Associates, full-time Autism Support Assistants or full-time Autism Consultants shall receive an annual vacation with pay in accordance with the following based on their service commencing on the date they become an Autism Support Associate or full-time Autism Consultant:

- (a) 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.
- (b) Employees who have completed their probationary period and have less than one (1) years' service by March 31st will receive one and one-quarter (1-1/4) days of vacation per month to a maximum of fifteen (15) days.
- (c) Employees who have one (1) year or more of service and less than five (5) years of service by March 31st will receive twenty (20) days of vacation per year.
- (d) Employees who have five (5) years or more of service and less than ten (10) years of service by March 31st will receive twenty-five (25) days of vacation per year.
- (e) Employees who have ten (10) years or more of service by March 31st will receive thirty (30) days of vacation per year.
- (f) Employees may, upon written request, carry over up to ten (10) earned but unused vacation days to the next vacation year provided exceptional circumstances exist for the carry over and the employee's Manager approves, such carryover.

Vacation will not be accumulated but must be taken within the current fiscal year unless with the approval of the Manager. For the purposes of vacation calculation, one (1) day shall equal seven and one-half (7½) hours. Employees who terminate their service will

have their vacation entitlement prorated, calculated on service from April 1st to the date of termination and the monetary equivalent of any unearned 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 lay off, the calculation of vacation entitlement is prorated on the basis of one twelve (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 following the pregnancy/parental leave and does not take an extended pregnancy/parental leave.

**19.02 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.

**19.03 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.

**19.04 Preference in Vacation and Vacation Schedule**

Each employee shall request their vacation by April 1st. The Employer shall finalize the vacation schedule and post by May 1st. In the event of a conflict between two employees for a vacation period, the vacation request shall be granted in order of seniority. Should an employee not schedule their full vacation during the required scheduling period, vacation shall be granted on a first request basis. Once vacation schedules are completed, the vacation schedule shall not be altered except by mutual agreement between the employee and Employer.

**19.05 Unbroken Vacation Period**

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

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

**19.07 Compensation for Vacation Pay**  
**Non Full-Time Autism Support Assistants /Temporary /Overnight Staff**

Non full-time Autism Support Assistants and temporary employees and Overnight staff will receive an amount equal to four percent (4%) of gross pay as vacation pay. Articles 19.01 to 19.06 do not apply to non full-time Autism Support Assistants. Note that in this Collective Agreement the term non full time Autism Support Assistant includes temporary and Overnight staff unless otherwise specified. Vacation pay for non full-time Autism Support Assistants shall be accumulated and paid out on the first pay in June and in December. An employee may request any accumulated vacation pay with no less than two (2) weeks' written notice. The vacation pay shall be included in the following pay.

19.08 All Autism Support Associates, full-time Autism Support Assistants or full-time Autism Consultants who are eligible to receive vacation as set out in 19.01 (b) to (e) are entitled to designate up to three (3) days of their vacation day entitlement as additional flexible holidays under Article 18.02. These three (3) additional flexible holidays will be deducted from the employee's vacation entitlement and shall be treated as flexible holidays. All eligible employees shall advise the Employer, in writing, of how many vacation days, to a maximum of three (3), they wish to have converted to flexible holidays. Such notice shall be provided to the Employer no later than March 31st of each calendar year.

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

## **ARTICLE 20 - BENEFIT PLANS**

20.01 The Employer will pay one hundred percent (100%) of the monthly premium cost for the following benefits for Autism Support Associates, full-time Autism Support Assistants and full-time Autism Consultants who have completed their probationary period and are not on leave of absence or layoff:

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

- (f) Vision: Employer agrees to up vision benefit to \$250/24 month period

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

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

20.02 **Extended Health Care**  
**(Autism Support Associates and Full-Time Autism Consultants)**

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

20.03 **Life Insurance and Accidental Death & Dismemberment**  
**(Autism Support Associates and Full-Time Autism Consultants)**

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

20.04 **Dental Care**  
**(Autism Support Associate and Full-Time Autism Consultants)**

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

20.05 **Long Term Income Protection**  
**(Autism Support Associates and Full-Time Autism Consultants)**

This is an employee paid benefit for Autism Support Associates, full-time Autism Support Assistants and full-time Autism Consultants to provide income protection for legitimate absences from work. Benefits commence from the 121st day of disability to the age of 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 66.67% of monthly earnings to a maximum of \$4,000.00 per month. As the policy is paid by the employee with after tax dollars, this income is not taxable.



**20.06 Pension Plan**

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

20.07 Overnight, temporary and non-full time Autism Support Assistants will normally receive five percent (5%) of gross pay in lieu of benefits. Where legislation requires extending benefits to overnight, temporary or non full-time Autism Support Assistants, the percentage in lieu of benefits decrease by the rate of the increase in benefits.

**20.08 Sick Leave**

**(Autism Support Associates, Full-Time Autism Support Assistants and Full-Time Autism Consultants)**

**(a) Sick Leave Policy**

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

Part time employees will be entitled to two (2) unpaid flex days per fiscal year.

**20.08 (b) Method of Payment**

These days are for legitimate absences due to illness only and will be paid for at one hundred percent (100%) of normal salary until the ten (10) sick days are used up. If the illness has lasted for three (3) days or more, a doctor's certificate will be necessary before an employee can return to work. A doctor's certificate may be requested at the discretion of the Executive Director or designate, if an illness is recurring; if there is some question as to the present health of the employee and their ability to work; if there is a possibility of passing a communicable disease. The cost for a functional abilities form or additional medical documentation requested by the employer will be paid by the employer.



**ARTICLE 21 - LEAVE OF ABSENCE****21.01 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, grandparent.
- (c) One (1) day's leave for a sister/brother-in-law, step sister/brother-in-law.

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

**21.02 Jury and Witness Duty  
(Autism Support Associates, Full-Time Support Assistants and Full-Time Autism Consultants)**

An Autism Support Associate, full-time Autism Support Assistant or a full-time Autism Consultant will be granted a leave of absence with pay at their straight time hourly rate for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as material witness subpoenaed by the Crown to attend a court of law or coroner's inquest, provided that the employee reimburses the Employer to the full amount of jury pay or witness fees, excluding the expense allowance received.

**21.03 Convention or Seminar Pay Provisions**

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 benefits. Such leave will not exceed an aggregate total of fifty (50) days in any calendar year and will not unduly interfere with the operational requirements of the Employer. Such permission will not be unreasonably withheld.

**21.04 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.

**21.05 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 Absences greater than one (1) month. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

#### **PREGNANCY LEAVE AND PARENTAL LEAVE OF ABSENCE:**

##### **21.06 Protection During Pregnancy/Parental Leave**

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

##### **21.07 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.

##### **21.08 Employer Payment of Employee Benefits During Pregnancy/Parental Leave**

During the period of pregnancy/parental leave, the Employer shall continue to pay its share of the premiums for a maximum period of seventy eight (78) weeks for the following benefits in accordance with Article 20.

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

The Manager shall arrange with the employee a mutually agreed upon payment schedule for the employee's share of the benefits during the pregnancy/parental leave and for the full cost of the benefits if the pregnancy/parental leave is extended beyond the period of pregnancy/parental leave set out in the *Employment Standards Act* pursuant to Article 21.07.

##### **21.09 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 15.

**21.10 Adoption Leave**

An employee who has legally adopted a child and is entitled to parental leave under the *Employment Standards Act* shall be entitled to extend the unpaid leave up to eighteen (18) months and shall receive the benefits coverage set out in Article 21.08 for the period of the parental leave.

**21.11 Education Leave**

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

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES****22.01 Pay Days**

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

**22.02 Rate of Pay on Reclassification or Promotion**

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

**22.03 Automobile Allowance**

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

**22.04 Shift Premium**

The employer will remove the one-time annual lump sum capacity funding paid to part time staff, and provide an \$0.80/hr weekend shift premium from the hours of 10:00pm Friday to Monday at 7:00am.

**ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION****23.01 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.

**23.02 No elimination of Present Classification**

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

**23.03 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 24 - CONTRACTING OUT**

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

**ARTICLE 25 - GENERAL CONDITIONS****25.01 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 Personnel Records**

An employee shall have the right to have access and review their personnel record in the presence of designated personnel staff and to receive copies of any documents on their file if they have not already received 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.

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 Standard Act (ESA) is considered as active services.

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

**ARTICLE 26 - COPIES OF THE COLLECTIVE AGREEMENT**

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

26.02 **Plural or Feminine Terms May Apply**

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

**ARTICLE 27 - TEMPORARY EMPLOYEES**

27.01 **Definition**

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

27.02 **Conditions of Hiring**

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

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

(a) Article 13 - Seniority

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

(b) Article 14 - Promotion and Staff Changes

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

(c) Article 15 - Lay-offs and Recalls

(d) Article 20 - Benefit Plans

(e) Article 21 - Leave of Absence

(f) Article 18

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

(g) Article 19

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

## **ARTICLE 28 – RESPECTFUL WORKPLACE**

The parties shall:

Provide and maintain a safe and healthy workplace.

Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour.

Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

Take every reasonable precaution to minimize the risk in the workplace, including the prevention of workplace violence and harassment, and the overall health and safety of everyone at our workplace.

This commitment includes investigating all incidents and complaints of workplace violence and harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.

Maintain and adhere to Policy HS-325, Safety From Workplace Violence and Harassment, which may be amended from time to time as necessary and as per governing legislation.

A Workplace Violence and Harassment Reporting Form is appended to this Agreement as Schedule "C". This form shall be submitted to the Human Resources Department in order to report incidents and complaints.

#### **ARTICLE 29- TERM OF AGREEMENT**

- 29.01 This Collective Agreement will be in effect April 1<sup>st</sup>, 2019 through March 31<sup>st</sup>, 2022. There will be a 1% in each of the three years of the agreement, with a caveat "should bill 124 be repealed or the government give further monies, the Collective Agreement will be opened to negotiate further monetary enhancements"
- 29.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.
- 29.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations will commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.
- 29.04 If, pursuant to such negotiations an agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement will continue in effect in accordance with the terms of the *Ontario Labour Relations Act*.
- 29.05 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.
- 29.06 Within 90 days the employer will convert no less than 8 (eight) PPTG positions to full time assistants making a total of 10 (ten) full time assistants.
- 29.07 The Employer agrees to create one (1) Full-Time position for every new intake of a supported person. Back filling a vacancy created by a supported person leaving Kerry's Place will not be considered a new intake.

#### **ARTICLE 30 - CHANGES TO THIS AGREEMENT**

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

For the purposes of the above-noted paragraph, a modification or amendment to the

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

Signed at Tweed, Ontario this 6<sup>th</sup> April day of 2021.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

Adam Bellin

Jim [Signature]

K L Nevilles

Judith Baker

STAFFORD MURPHY, RED - EAST

\_\_\_\_\_



**SCHEDULE "A" - WAGES**

2019 – 2021 1% - Increase

**KERRY'S PLACE AUTISM SERVICES  
CUPE SE Salary Grid  
Effective April 1, 2019 1.0% Increase**

POSITION	Levels of Rate of Pay				
	First	Second	Third	Fourth	Fifth
Autism Consultant	\$21.03	\$22.33	\$23.65	\$24.97	\$26.27
Autism Support Associate	\$18.34	\$19.49	\$20.62	\$21.78	\$22.92
Autism Support Assistant	\$15.81	\$16.77	\$17.76	\$18.76	\$19.74
Overnight Awake (level 4 start, level 5 is full)	\$17.82	up to 2000 hours and then			\$18.75

**KERRY'S PLACE AUTISM SERVICES  
CUPE SE Salary Grid  
Effective April 1, 2020 1.0% Increase**

POSITION	Levels of Rate of Pay				
	First	Second	Third	Fourth	Fifth
Autism Consultant	\$21.24	\$22.55	\$23.89	\$25.22	\$26.53
Autism Support Associate	\$18.52	\$19.68	\$20.83	\$22.00	\$23.15
Autism Support Assistant	\$15.97	\$16.94	\$17.94	\$18.95	\$19.94
Overnight Awake (level 4 start, level 5 is full)	\$18.00	up to 2000 hours and then			\$18.94

**KERRY'S PLACE AUTISM SERVICES  
CUPE SE Salary Grid  
Effective April 1, 2021 1.0% Increase**

POSITION	Levels of Rate of Pay				
	First	Second	Third	Fourth	Fifth
Autism Consultant	\$21.45	\$22.78	\$24.13	\$25.47	\$26.80
Autism Support Associate	\$18.71	\$19.88	\$21.04	\$22.22	\$23.38
Autism Support Assistant	\$16.13	\$17.11	\$18.12	\$19.14	\$20.14
Overnight Awake (level 4 start, level 5 is full)	\$18.18	up to 2000 hours and then			\$19.13

Autism Support Assistants promoted to Autism Support Associates will be given credit for time worked in their part-time classification when being placed on the full-time grid. Time worked for Overnight staff includes only actual hours awake at work.

It is understood that an Autism Support Assistant has to work a minimum of 500 hours and one year at the Autism Support Assistant rate to receive the yearly increase. The Employee's date of hire will be used as the reference point when calculating hours worked. If the increase is delayed beyond the year, the next increase will continue to be calculated from the date of hire,

rather than the date the Employee received the increase. No Employee will receive an increase before the end of one year.

The Employer shall pay a one-time lump-sum payment of \$150, less applicable deductions, to each employee covered by this collective agreement who is employed at the time of ratification by the Union.

**SCHEDULE "B"**

<b>BENEFITS</b>	<i>Plan</i>
<b>LIFE INS. and AD&amp;D</b>	
<b>Schedule</b>	Flat \$25,000
<b>Age Reduction</b>	50% age 65
<b>HEALTHCARE</b>	
<b>Deductible</b>	Nil
<b>Co-Insurance</b>	100%
<b>Hospital</b>	Ward only
<b>Paramedical Limits</b>	50% to max of 500/yr./practitioner
<b>Private Duty Nursing</b>	\$5,000/yr.
<b>Out of Country</b>	n/c
<b>Foot Orthotics</b>	\$200/yr.
<b>Hearing Aids</b>	\$500/5 yrs.
<b>Vision Care Benefits</b>	\$150/24 months
<b>Eye Exams</b>	\$75/24 months
<b>DRUG PLAN</b>	
<b>Deductible</b>	\$9 dispensing fee cap
<b>Co-Insurance</b>	90%
<b>Annual Drug Max</b>	\$5,000
<b>Delivery</b>	Drug Card
<b>Drug Definition</b>	Mandatory Generic
<b>DENTAL CARE</b>	
<b>Deductible</b>	Nil
<b>BASIC PROCEDURES</b>	
<b>Co-Insurance</b>	80%
<b>Maximum Benefit</b>	\$1,000/yr./family member
<b>Examination Recall</b>	9 months
<b>Scaling Units</b>	8 units
<b>ODA Fee Guide</b>	Current
<b>Termination</b>	Age 70 or retirement, whichever is earlier
<b>*Est. Rates (Monthly)</b>	Life/AD&D: \$3.925 Health Single: \$52.00 Health Family: \$130.00 Dental Single: \$33.56 Dental Family: \$83.90

<b>*Estimated Rates (Monthly)</b>	
SINGLE COVERAGE (A)	<b>\$89.49</b>
FAMILY COVERAGE (B)	<b>\$217.83</b>

EMPLOYEE MTHLY COST (A)	\$44.75
EMPLOYEE MTHLY COST (B)	\$108.92

**SCHEDULE "C"**
 Form HS-325  
 October 2013  
**CONFIDENTIAL**
**Workplace Violence and Harassment Reporting Form**

This form assists employees in documenting informal or formal complaints involving other employees, managers, members of the community, volunteers, partners/spouses of employees etc. **This form is not to be used to report violence or harassment involving a supported person at KPAS.** For additional information on Workplace Violence and Harassment Reporting please see the applicable procedures (HS-325 & HR-415). Assistance with completing this form can be provided by your manager or the Human Resources Department.

Section A: Report Details		
Date of Report:	Date of Incident:	Time of Incident:
Section B: Complainant Information		
Name:	Telephone Number:	Position:
Centre:	Site:	Manager:
Relationship between the Complainant and Respondent, if any:		
Section C: Respondent Information (fill out known information)		
Name:	Telephone Number:	Position:
Centre:	Site:	Manager:
Section D: Witness Information (if any)		
Name:	Telephone Number:	Location & Date of Incident:
Name:	Telephone Number:	Location & Date of Incident:
Name:	Telephone Number:	Location & Date of Incident:



Form HS-325  
October 2013  
**CONFIDENTIAL**

Section E: Complainant's Description of the Incident		
Date:	Time:	Exact Location:
Reported To:	Reported Date:	Reported Time:
Details of Incident in order of sequence of occurrence (physical assault, threatening behavior, verbal abuse, damage to personal property etc.):		
Activities of Complainant and Respondent before, during and after the incident:		

Report Submitted to: _____	Date: _____
Complainant Signature: _____	Date: _____
Manager Signature: _____	Date: _____
Human Resources Manager: _____	
Signature: _____	Date: _____

*If you need additional room to provide any of the information please attach a dated, signed piece of paper along with this report that includes the additional details. If you require more than one extra page please number the pages and write on the main report how many pages you have attached.*

**LETTER OF UNDERSTANDING #1**

**Between**

**KERRY'S PLACE AUTISM SERVICES**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794**

**Re: Hours of Work**  
**Scheduling of Weekend Hours for Full-Time Employees**

It shall be agreed and understood by the parties that due to the nature of the work and the level of service that is required by the clients, Management will schedule Autism Support Associates to work a weekend schedule in addition to the Part-time complement.

If an emergency situation occurs that requires Management to schedule an Autism Support Associate for more than one weekend per month, the nature of the emergency shall be the subject for the next Labour-Management committee with the objective to finding a better alternative to deal with the staffing requirement. However, the maximum an Autism Support Associate can be scheduled to work a weekend, is twelve times per year.

The parties to this collective agreement also understand and agree that an Autism Support Associate has the option to request to work more than one weekend per month, or switch with another Autism Support Associate. The Autism Support Associate that has had their weekend switched will be considered for the record as having worked a weekend.

Signed at Tweed, Ontario this 10th day of April 2021.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
*Alan Bellin*

\_\_\_\_\_  
*Tim [Signature]*

\_\_\_\_\_  
*K.L. Nevilles*

\_\_\_\_\_  
*Jacques Gledet*

\_\_\_\_\_  
*Stafford Murphy, RED*

\_\_\_\_\_

LETTER OF UNDERSTANDING #2

Between

KERRY'S PLACE AUTISM SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794

Re: ERA - Extra Responsibility Allowance

The parties of this agreement agree to introduce an ERA payment with the following conditions:

- 1) This agreement shall come into effect sixty (60) days after the signing of the memorandum of settlement.
- 2) The Manager or designate shall assign the pager to qualified personnel either in a full-time position or a part-time position and once the employees are identified as being qualified and who volunteer for this assignment they shall be given the assignment on a rotating basis whenever so required.
- 3) The rate of compensation shall be one hundred and fifty (\$150.00) dollars per weekend and the hours of coverage shall start Friday at 3:00 p.m. and end Monday 8:00 a.m.
- 4) During holiday weekends there shall be an additional fifty (\$50) dollars compensation and the hours of assignment shall be extended by a twenty-four (24) hour period.
- 5) The parties agree that any problems or concerns with regards to running this program shall be the subject of labour/management.

Signed at Tweed, Ontario this 10<sup>th</sup> day of April 2021.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
*Alan Bellin*

\_\_\_\_\_  
*Jim [unclear]*

\_\_\_\_\_  
*K L Nevilles*

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Shelby Blaney*

\_\_\_\_\_  
*[Signature]*  
Stafford Murphy, RED

\_\_\_\_\_



**LETTER OF UNDERSTANDING #3**

**Between**

**KERRY'S PLACE AUTISM SERVICES**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794**

**Re: Professional College Membership**

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

Signed at Tweed, Ontario this 6th day of April 2021.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
*Adam Bellin*

\_\_\_\_\_  
*Jim [unclear]*

\_\_\_\_\_  
*K.L. Nevilles*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*Stafford Murphy, RED*

\_\_\_\_\_  
*Judith Blakeley*

\_\_\_\_\_



LETTER OF UNDERSTANDING #4

Between

KERRY'S PLACE AUTISM SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794

Re: Permanent Part-Time (Guaranteed Hours)

A Permanent Part-Time Guaranteed Hours (PPTG) employee will be an individual who works a set schedule every week. The set schedule will not exceed fifty-nine (59) hours bi-weekly. Employees in these position will be required to participate in group benefits (please see Appendix "B"). Employees will be required to pay fifty (50)% of the benefit premiums. There is a mandatory ninety (90) day waiting period before the employee is eligible to participate. Employees in the PPTG positions will not be eligible to receive the five (5)% in lieu of benefits pay. All overnight Awake (ONA) will be considered PPTG positions. These positions will be in effect for the life of this Collective Agreement.

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

Selection of staffing into the PPTG 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 looked 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.

Signed at Tweed, Ontario this 6<sup>th</sup> day of April 2021.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
*Adam Bellin*

\_\_\_\_\_  
*Jim [unclear]*

\_\_\_\_\_  
*K L Nevilles*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Signature]*  
Stafford Murphy, RED

\_\_\_\_\_  
*Justa Blaney*

\_\_\_\_\_

LETTER OF UNDERSTANDING #5

Between

KERRY'S PLACE AUTISM SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794

Re: Replacement of Personal Effects

In the event that an employee be required to replace a personal affect in excess of \$100 that was damaged due to an unavoidable incident occurring during the course of conducting their duties on shift, the matter will immediately default to the Director for approval.

Signed at Tweed Ontario this 6<sup>th</sup> day of April 2021.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
*Alan Bellin*

\_\_\_\_\_  
*Jim [unclear]*

\_\_\_\_\_  
*K L Nevilles*

\_\_\_\_\_  
*[unclear]*

\_\_\_\_\_  
*[unclear]*  
Stafford Murphy, RED

\_\_\_\_\_  
*Joshua Blaker*

\_\_\_\_\_

LETTER OF UNDERSTANDING #6

Between

KERRY'S PLACE AUTISM SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794

**Re: Renumeration for Requested Assignments**

The parties agree that from time to time both Full Time and Part Time employees will have the opportunity to participate in community programs, and to be part of the community roster to support individuals and programs that will operate less than three (3) hours in duration. Any employee wishing to take part in these assignments agrees to be paid for actual time worked. Such assignments shall not interfere with residential staffing and no regular hours shall be lost to any staff member due to scheduling of staff for this voluntary program.

Should staff volunteer for this opportunity, they shall still be able to work their 7.5 hours regular day shift in addition to any voluntary hours.

Signed at Tweed Ontario this 6th day of April 2021.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
*Alan Bellin*

\_\_\_\_\_  
*Jim [unclear]*

\_\_\_\_\_  
*K L Nevilles*

\_\_\_\_\_  
*Shasha Blakeley*

\_\_\_\_\_  
*Stafford Murphy, RED*

\_\_\_\_\_

**LETTER OF UNDERSTANDING #7**

**Between**

**KERRY'S PLACE AUTISM SERVICES**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3794**

**Re: Full Time Autism Support Assistants**

A Full-Time Autism Support Assistant will be an individual that performs the duties and responsibilities of an Autism Support Assistant for a set 75 hour biweekly schedule. The rate of pay will correspond to "Schedule A" as an Assistant but these positions will include the following increased entitlements:

Vacation – Same as Associate in Article 18

Holidays – Same as Associate in Article 19

Benefits, Sick Time and Leaves – Same as Associates in Article 20

Weekends – A Full-time Assistant will be scheduled 2 weekends on their set schedule

Full-Time Autism Support Assistant positions will be awarded by seniority contingent on the applicant possessing the required qualifications and ability for the role. A Part-Time Autism Support Assistant will automatically be considered qualified for these purposes. All other procedures related to posting and selection as outlined in Article 14 will remain the same.

Signed at Tweed, Ontario this 6<sup>th</sup> day of April 2021.

ON BEHALF OF THE EMPLOYER:  
UNION:

\_\_\_\_\_  
*Alan Bellin*  
\_\_\_\_\_  
*K L Nevilles*  
\_\_\_\_\_  
*Stafford Murphy, RED*

ON BEHALF OF THE

\_\_\_\_\_  
*Jim [unclear]*  
\_\_\_\_\_  
*Indira [unclear]*  
\_\_\_\_\_  
*[unclear]*

**LETTER OF UNDERSTANDING #8****Between****KERRY'S PLACE AUTISM SERVICES****And****CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3794****Re: Support Planning**

It is understood that it is the employer and employees responsibility to work in collaboration in the development of Behaviour Support Plan(s) to enhance the quality of life for persons with Autism Spectrum Disorder and to align with the Kerry's Place Policies and Procedures.

Through consultation with direct service staff, manager and the clinical department any concerns around supports will be identified and discussed through supervision and quarterly team meetings (with acknowledgment for the ability to call an emergency meeting for crisis situations)

The employer and employee along with the clinical department will determine the most effective support strategies, including, and not limited to:

- The parties will develop a comprehensive Support Plan that may include training, protective equipment, emergency backup systems, and timely case conferences for the entire support team.
- The employer will ensure timely follow up on the strategies and outcomes discussed at the case conferences and provide regular updates to all parties involved.

When an employee has any continuous concerns in regards to the support strategies, or escalating behaviours with the site, the health and safety of employees and/or supported person is in question they will provide their concerns in writing immediately to their manager and the site specific certified Health and Safety Representative.

Should the employee not be satisfied with the resolution. The employee will file a grievance at Step 2 of the grievance process with the Director of Services and Supports.

It is understood, that this process will be followed with all existing or new Behavioral Support Plan(s). Support planning will be added as a standing agenda item at the Labour Management Meeting. The employer in collaboration with the union and clinical department will endeavor to source a variety of training that will address any safety concerns brought forward for specific sites.

Signed at Tweed, Ontario this 6th day of April 2021

For the Union

Jim [Signature]  
[Signature]  
Charles Blackwell  
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For the Employer

Alan Bellin  
K L Nevilles  
Stafford Murphy, RED