

COLLECTIVE AGREEMENT

BETWEEN:

KENNEDY HOUSE

- and -

UNIFOR

EXPIRY DATE: DECEMBER 31, 2027

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the Bargaining Unit and to provide for the prompt disposition of grievances.
- 1.02 The Employer, the Union, and the Employees in the bargaining unit will cooperate to satisfy the resident's needs and to improve the efficiency of delivering quality service to the residents. In this regard, staff are committed to respect and promote the rights of residents and act in such a way as to uphold their dignity, well-being, security and safety, in an environment free of abuse, and in which they are treated with respect and courtesy, having their physical, emotional and social needs met.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Kennedy House employed in the City of Pickering and at 243 Galloway Road in the City of Toronto, save and except assistant supervisors, persons above the rank of assistant supervisor, and office and clerical staff.

2.02 Part time employees in each Residence shall be given the first opportunity to fill Contract positions in their Residence before the Employer hires from outside the Residence. In the event that a Part time employee accepts the Contract position, the employee shall continue to be covered by the part time provisions of the collective agreement for the duration of the contract period.

Contract employees hired from outside the Employer and who are regularly employed for more than twenty-four (24) hours per week shall be covered by all articles and shall receive all benefits as set out in this Agreement save and except:

Article 8.06 - Discharge Grievance

Article 10 - Seniority, unless the contract employee is subsequently hired during the term of the contract for a regular full time position, then the employee's seniority shall commence on the original date of hire as long as service has been continuous.

Article 11 - Layoff and Recall

Article 13.03 – Bereavement Leave

Article 17 - Health & Welfare

Article 18 – Sick Leave

Employees pursuant to this Article shall not be engaged on a contract basis exceeding twelve (12) months except by mutual agreement. The Employer will provide the Union representative with a list of current

contract employees which will include position, start date, and expected end date.

2.03

Part Time Employee Working as Full Time Relief

It is agreed that persons employed on a part time basis, and who temporarily work as full time relief will continue to be covered under the part-time employee terms of this collective agreement, and shall not be entitled to any of the terms relating to full-time employees.

“Permanent Part Time Employees” used throughout this agreement has reference to the part time employee in the bargaining unit who has made a written commitment to the Employer to be available for work year round, on some pre-determined basis as required and determined by the Employer and in respect of whom there is pre-determined scheduling.

“Relief Part Time Employees” is used to refer to an employee in the bargaining unit who has made a written commitment to the Employer to be available for work on call as required. The employee has the right to accept or decline the offer of work each time he is called except that if no shifts are worked in a rolling three (3) month period, the employee’s name shall be removed from the casual register, and the employee shall be deemed terminated in accordance with Article 10.04(h).

Relief part-time employees must work at least four (4) shifts per month and two (2) of those shifts must be weekends. The employment of the relief part-time employee who does not work at least four (4) shifts in a month will be removed from the relief part time register and their employment shall be deemed terminated in accordance with Article 10.04(h). Also, a refusal to accept three (3) consecutive offers of work or a total of twelve (12) offers of work in any twelve (12) month period shall result in such employee’s name being removed from the relief part-time register and the employee shall be deemed terminated pursuant to Article 10.04(h). It is understood that a relief part-time employee who has provided availability cannot unreasonably or consistently refuse to work shifts.

“Full-Time Employees” are employees scheduled to work one hundred and sixty (160) hours averaged over a four (4) week period.

“Part-Time Employees” are employees who regularly work less than one hundred and sixty (160) hours averaged over a four (4) week period.

2.04 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.

2.05 Where the singular pronoun is used in this Agreement, it shall be deemed to include the plural and vice-versa, where the context so requires.

2.06 Where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine and vice-versa, where the context so requires.

2.07 It is understood and agreed that from time to time, outside Agencies that send residents to Kennedy House, require that such residents receive additional special care. Therefore, additional staff employed by the Agency provide such additional care to the resident in question. These Agency employees are not employees of Kennedy House and are not covered by the terms and conditions set out in the Collective Agreement. It is also understood that the presence of these Agency employees shall not result in the reduction of base staffing requirements of Kennedy House.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 3.02 It is further agreed that there shall be no solicitation of members, collection of dues, or other Union activity on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing.
- 3.03 The Employer, the employees in the bargaining unit, and the Union agree to abide by the terms of the Human Rights Code.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer agrees that it will deduct each pay period, a sum equal to regular union dues from each employee in the Bargaining Unit including probationary employees. The Employer agrees that it will remit the total amount of such deductions to the Union, not later than the 15th day of each month following the month the deductions were made. The remittance shall be accompanied by a list of names, addresses or any change of address, **employee hourly rate, regular hours worked, and the earnings on which dues deductions are based** of those employees for whom deductions have been made, and list of employees whom have not had deductions related to being off work (ie. layoff, illness or accident leaves of absence etc).
- 4.02 The Employer agreed to include the annual total of dues deducted on each employee's T-4 slip.
- 4.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.
- 4.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as herein provided.
- 4.05 The Employer agrees to acquaint the employees of the fact that a Union Agreement is in effect and the Union shall provide them with a copy of the existing Collective Agreement.
- 4.06 The Employer agrees to notify Unifor Local 333 Office of the name and address, and telephone number of any new employee within the bargaining unit.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively in the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of some other provision of this Agreement and, 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, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause provided that a claim by an employee who has successfully completed his probationary period that he has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing the work, and the working establishment of the service;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;

- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (f) it is expressly understood and agreed that a breach of any of the Employer's rules or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee, provided that nothing herein shall prevent an employee who has successfully completed the probationary period from going through the grievance procedure;
- (g) successfully operate each Residence as a public institution intended to provide adequate services in a manner consistent with the obligation of the Residence to the general public in the area, such purpose being to provide youth with the best possible comprehensive services, such rights not to be interfered with nor abrogated by this Agreement.

ARTICLE 6 - UNION REPRESENTATION

Representatives

6.01 The Employer agrees to recognize no more than one (1) employee in each Residence as Union Representatives selected or elected by the Union and one of whom shall be Union Chairperson for the purpose of representing employees.

Negotiating Committee

6.02 The Employer agrees to recognize a bargaining committee consisting of up to two (2) employees from the bargaining unit, plus the Union Representative for the purpose of amending or renewing the present Agreement. The Union will notify the Employer of the name of such committee members as far in advance of negotiations as possible. Each employee member of the bargain committee shall receive his regular pay for all regularly scheduled straight time working hours lost due to attendance at negotiating meetings with management that are scheduled during the employee's regularly scheduled working hours up to but not including conciliation. The parties shall share the cost of collective agreement printing and negotiations meeting rooms on a 50/50 basis.

Union Management Committee

- 6.03
- (a) It is the expressed intent of the parties to this Agreement than a Union Management Committee be established.
 - (b) Two (2) representatives of each party shall meet at regular intervals, but not more than once per month, at the initiative of either party. The Union Chairperson from one Residence and a Union Representative from the other Residence shall be the representatives from the Union at the union Management meetings.
 - (c) Matters of general and mutual interest may be discussed however under no circumstances shall matters be discussed that are properly the subject of a

grievance or arbitration or negotiations for the amendment or renewal of this Agreement.

- (d) All discussions on any matter that takes place during these meetings shall be made on a without prejudice basis.
- (e) At least seven (7) calendar days prior to any meeting of the Union Management Committee, each Co-Chair shall provide to the other Co-Chair an annotated agenda of items that will be discussed at the meeting. Either party may have outside representatives in attendance at such meeting. As a courtesy, where outside representatives will be in attendance, the other party will be informed no later than the time at which the agenda of items is provided.
- (f) The Employer agrees to notify the Union Management Committee of any changes to the Policy and Procedure Manual prior to the change, unless such advance notice is not possible because of circumstances beyond the Employer's control.
- (g) Minutes of the Union Management Committee meetings will be recorded alternately by the co-chairs, and posted on the Union Bulletin Board. Any corrections to the minutes shall reflect the positions of each party. However, it is expressly agreed that given the without prejudice nature of the discussions, the Minutes shall not be disclosed by either party in the context of any proceeding, including arbitration.

6.04 No employee shall act in the capacity of a Union Representative as referred to in this Article until after he has successfully completed his probationary period.

6.05 The Union acknowledges and agrees that Union Representatives and other employee committee members as prescribed in this Article have regular duties to perform in connection with their employment.

6.06 For meetings that are scheduled during the employee's regularly scheduled hours of work, such employee will first obtain his supervisor's permission before leaving the work place to attend such meeting and will advise the supervisor upon his return to active duty. In accordance with this understanding, it is agreed that:

- (a) each employee member of the Union Management Committee shall receive his regular pay for all regularly scheduled straight time working hours lost due to attendance at Union Management Committee meetings with representatives of the Employer that are scheduled during the employee's regularly scheduled working hours;
- (b) the Union Representative in attendance during the grievance procedure and the grievor (except in cases of discharge or meetings held during a grievor's suspension) shall receive their regular pay for all regularly scheduled straight time working hours lost due to attendance at such grievance meetings with representatives of the Employer up to but not including arbitration;
- (c) all other meetings, attended either during or outside of working hours shall be without pay, unless provided otherwise by law.

6.07 The Union will inform the Employer, in writing, of the names of the Union Representatives and of any subsequent changes and the Employer will not be required to recognize such Union Representatives until notification from the Union has been received.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

- 7.01 In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slowdown, work stoppage, either complete or partial or other interruption or interference with operations during the term of this Agreement.
- 7.02 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within five (5) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days the employee may proceed with the grievance procedure within three (3) calendar days following the decision of the immediate supervisor. Immediate supervisor for the purposes of this Collective Agreement means the first level of supervision outside of the bargaining unit.
- 8.03 The grievance of the employee properly arising under this Agreement must be adjusted and settled as follows:

Step No. 1

The employee must submit a written grievance, signed and dated by the employee, to his immediate supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The immediate supervisor will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the employee must submit the written grievance to the Executive Director (or her designate). Within five (5) calendar days of the receipt of the grievance by the Employer, (or the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. The grievor must be present at this meeting, unless the grievor is hospitalized and it is impractical to delay the meeting until the grievor is available. A decision in writing shall be delivered by the party receiving the grievance within five (5) calendar days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration within fifteen (15) calendar days after the reply at Step No. 2 is given. If no written request for arbitration is received within such ten (10) calendar days period, the grievance shall be deemed to have been abandoned.

8.04

Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within five (5) calendar days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 2 within ten (10) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph shall not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

8.05 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within five (5) calendar days of the event giving rise to the grievances. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure. Only those employees who sign the grievance form shall have a legitimate grievance and receive any redress.

8.06 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed his probationary period must be reduced to writing and originated under Step No. 2 within seven (7) calendar days of the employee being notified of his discharge. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee. Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer. The parties agree that such action by the Employer is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

8.07 No adjustment effected under the grievance or arbitration procedures shall be made retroactive prior to the date that the grievance was formally presented to the Employer, or, if applicable, the date of the alleged violation provided that it does not exceed the time limits set out in Article 8.02.

8.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final

and binding upon the Employer and the Union and the employee or employees involved.

8.09 No Union representative or steward may solicit grievances from employees during the course of their normal duties.

ARTICLE 9 - ARBITRATION

- 9.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a Nominee. Within five (5) calendar days thereafter, the other party shall name a Nominee provided however, that if such party fails to name a Nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto upon the party invoking the arbitration procedure. The two Nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairperson. If the parties mutually agree, a sole Arbitrator may be substituted for a Board of Arbitration. In the event of such mutual agreement, the parties shall exchange names of potential Chairpersons in an effort to reach agreement within a period of fourteen (14) calendar days. If such agreement is not forthcoming within such time limit they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairperson.
- 9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provision for any existing provisions, or to render any decisions inconsistent with the terms and provisions of this Agreement. The function and purpose of the Arbitrator is to determine disputed interpretation of the express terms of this Agreement, or to

determine disputed facts upon which the application of those expressed terms depend. An Arbitrator shall not have the authority nor shall he/she consider it his/her function to include the decision of any issue not submitted. Past practice of the parties in interpreting or applying terms of the Agreement may be relevant evidence to the extent that it does not restrict the terms of this Agreement, and Arbitrators shall not have jurisdiction to determine that the parties by practice or implication have amended or supplemented any of the written terms of this Agreement. The Board shall not have the power to substitute its judgment for that of the Employer on any issue involving the exercise of discretion by the Employer under the terms of this Agreement, however an Arbitrator shall have the power to vary or set aside discipline imposed.

- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.06 Each of the parties hereto will bear the expense of the Nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.07 The time limits set out in both the grievance and arbitration procedures herein are exclusive of Saturdays, Sundays and paid holidays. Such time limits are mandatory and the failure to comply strictly with such time limits except by the written agreement of the parties shall result in:
- (a) if the grievance has not been processed by the Employer within the prescribed time limit, the grievance may be advanced to the next step by the Union within the time limit as prescribed;

- (b) if the grievance has not been processed by the Union in accordance with all of the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned;
- (c) It is agreed and understood that Section 48(16) of the Labour Relations Act does not apply to this Collective Agreement.

9.08 An employee who is to receive a verbal or written warning, suspension or discharge shall be taken to a place of privacy.

9.09 A Union Representative shall be present at a meeting where an employee is going to be dismissed or suspended.

9.10 One time each calendar year, a bargaining unit employee may request to see his/her personnel file. Upon receiving such request, a time will be set outside of working hours, within two (2) weeks of the request, for the employee to view the file. Such viewing must take place in the presence of the Human Resource Manager (or designate).

ARTICLE 10 - SENIORITY

- 10.01 An employee will be considered on probation until after he has completed 1040 hours of work in the bargaining unit since the last date of hire into the bargaining unit. A part-time employee who is the successful candidate for a full-time position shall serve a trial period in the full time position of 520 hours worked. If the Employer considers the employee not suitable for the full-time position, or the employee requests to return to his/her former part-time position the employee shall be returned to his part time position without loss of seniority. Seniority shall be calculated and accumulated for hours of work in each Residence, and shall only have any application within the Residence in which the employee accumulated the seniority. There shall be no utilization of seniority for any reason under the terms of this Agreement between Residences. Retention by the Employer as an employee shall be entirely and solely within the discretion of the Employer. If the Employer decides to terminate an employee at any time during the employee's probationary period for any reason whatsoever, such action by the Employer shall not be subject to the grievance or arbitration procedures and does not constitute a difference between the parties.
- 10.02 Upon successful completion of such probationary period, the employee's name will be placed on the seniority list in each Residence and credit shall be given since the date of last hire on the basis of hours worked. There shall be a seniority list for Full Time employees and a seniority list for Part Time employees in each Residence.
- 10.03 In January and June of each year, the Employer shall prepare and post, in each Residence, seniority lists of all Full Time employees and Part Time employees in each Residence showing the employee's seniority according to the records of the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing within fifteen (15) calendar days from the current date of posting.

10.04

Loss of Seniority and Employment Rights

An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) retires, quits, resigns, or is discharged and such discharge is not reversed through the grievance and arbitration process;
- (b) has been laid off for twelve (12) calendar months;
- (c) is absent for any reason (other than vacation or approved leave of absence pursuant to this Collective Agreement) for a period of six (6) calendar months;
- (d) is absent from scheduled work without permission for two (2) or more consecutive scheduled work days without providing a valid reason;
- (e) fails to return to work upon the expiration of a leave of absence, or, utilizes a leave of absence for a purpose other than that for which it was granted;
- (f) fails upon being notified of a recall to signify his intention to return within three (3) calendar days after he has received a notice of recall and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify;
- (g) Is absent from work for more than Twelve (12) months by reason of illness or other physical disability and there is no reasonable likelihood that the

employee will return to work in the near future. This is subject to the obligations pursuant to the *Human Rights Code*;

- (h) **for Relief part time employees, does not work in accordance with the provisions of Article 2.03**

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 It is understood and agreed that layoffs and recalls to full time positions shall be separate and apart from layoffs and recalls to regular part time positions. It is also understood and agreed that seniority shall only operate and be applicable within each Residence.
- 11.02 Subject to the provision in Article 11.01, in the case where the Employer decides that a layoff is necessary, the employee with the least seniority shall be laid off first, provided the employees remaining have the necessary skill, ability, experience and qualifications to perform the necessary work. Similarly, and subject to the same provision, when a recall is available, employees on layoff with the most seniority shall be recalled first, providing the employee has the necessary skill, ability, experience and qualifications to perform the necessary work.
- 11.03 The Employer agrees to notify the Union as far in advance as possible of any layoff. The parties agree to review in the context of the Union Management Committee any alternatives that may be available to layoffs. It is understood however that such review does not place any obligation on the Employer to alter its decision and that the operation of this review does not constitute a difference between the parties.
- 11.04 No new full time employee will be hired into a classification until all full time employees on layoff in that classification with recall rights are recalled to work. Similarly, no new regular part time employee will be hired into a classification until all regular part time employees on layoff in that classification are recalled to work.

- 11.05 Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure with the grievance outlining all of the information required at Step 1.
- 11.06 It shall be the duty of employees on layoff to notify the Employer of any change of address.
- 11.07** Subject to the proviso in the first sentence of Article 11.01, once a laid off employee is identified in one Residence, that employee shall have the option to be placed in a vacant bargaining unit position in the other Residence subject to the following:
- (i) the job posting provision in the other Residence has been completed and a vacancy exists;
 - (ii) the laid off employee has the skill, ability, experience and qualification to do the work in the vacant bargaining unit position;
 - (iii) if the laid off employee's original position becomes available within twelve (12) months, the employee shall be recalled to their original position. Following twelve (12) months, the employee shall remain in the new position.
- 11.08 Similarly, subject to the same proviso in Article 11.01, an employee on layoff from one Residence shall be recalled to a bargaining unit position in the other Residence that becomes vacant, subject to the following:
- (i) the laid off employee has the skill, ability, experience, and qualification to be recalled to the vacant bargaining unit position;
 - (ii) if the laid off employee's original position becomes available within twelve (12) months, the employee shall be recalled to their original position. Following twelve (12) months, the employee shall remain in the new position.

ARTICLE 12 - JOB POSTING

12.01 Only employees who have successfully completed their probationary period may apply under this provision.

12.02 When the Employer determines that a vacancy exists in each Residence, or a new position is created in each Residence within the bargaining unit, a notice shall be posted in the Residence in which the vacancy occurs for ten (10) calendar days. Following such posting, the vacancy will be filled as promptly as possible. Only employees in the Residence where the vacancy exists shall be entitled to apply for the vacancy. However, if there are no successful internal candidates for the Full-Time bargaining unit position within the Residence of the original posting, the Full-Time bargaining unit position shall be posted in the other Residence and Part-Time bargaining unit employees from that other Residence may apply, and be subject to the same selection criteria as noted in Article 12.03.

12.03 In assessing the applicants, the Employer shall consider the following factors:

- (a) skill, ability, suitability, experience and qualifications;
- (b) seniority with the Employer.

When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern. It is understood and agreed that the Employer shall be the sole judge of the overall requirements for the position and the sole judge of assessing the applicants as per (a) above.

12.04 An employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of his selection unless the position the employee was selected to fill has been eliminated, or otherwise reduced in hours.

12.05 Copies of all job postings shall be forwarded to the Union Representative in each Residence.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave – Full Time Employees Only

The Employer may grant a leave of absence without pay to any employee who has successfully completed the probationary period for legitimate personal reasons provided the employee can be spared having due regard for the proper and efficient operation of the Employer and the needs of the Employer. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least four (4) weeks prior to commencement of the leave. The four (4) week period will be waived in circumstances where such notice in advance would in the circumstances be impossible. The employee will accumulate service and seniority during the first thirty (30) days only.

13.02

Pregnancy/Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act.
- (b) Any absence under this provision is not an illness under the interpretation of this Agreement and shall not be subject to the provisions of the sick leave plan.
- (c) For pregnancy/parental leave absences, the Employer will post the temporary position for the duration of the leave within the Residence where the leave occurs, and Part-Time employees within the Residence where the leave occurs shall be eligible to apply. A decision shall be made based on the criteria set out in Article 12.03. When the employee on the leave returns, the employee shall revert to their previous status. If the employee on leave does not return, and the Employer determines a permanent vacancy to exist, the employee in the position shall revert to their previous status and the position shall be posted in accordance with Article 12.02. If there are no internal successful applicants as a result of this process, when persons are hired to replace employees who are on approved pregnancy/parental leave, the period of employment of such persons will not exceed the pregnancy/parental leave. The release or discharge of such person shall not be the subject of a grievance or arbitration.

13.03

Bereavement Leave - Full Time and Regular Part Time Employees Only

- (a) In the case of death in the "immediate family" of an employee covered by this Agreement, the employee will be protected against loss of his regular straight time hourly pay for scheduled work up to a maximum of three (3) consecutive days inclusive of the day of the funeral and/or equivalent service. The term "immediate family" means the employee's husband, wife, common law spouse - defined as someone who is publicly represented as the employee's spouse and has been continuously living at the same residence as the employee for at least twelve (12) continuous months, mother, father, child/stepchild, brother, sister, grandmother, grandfather, father-in-law or mother-in-law.

- (b) In the case of death of an employee's aunt, uncle, sister-in-law, brother-in-law, grandparents-in-law, or grandchild, the employee will be protected against loss of his regular straight time hourly pay for scheduled work on the day of the funeral, and/or equivalent service in order to attend the funeral and/or equivalent service.

13.04

Jury Duty – Full Time and Regular Part Time Employees Only

An employee who has successfully completed the probationary period and who is required, and reports for jury duty in any Court of Law shall not lose pay at his regular straight time hourly rate, for all regularly scheduled hours which the employee would otherwise have worked because of such attendance provided that the employee:

- (a) informs the Employer immediately upon being notified that the employee will be required to attend Court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received for such jury duty, excluding mileage, travelling and meal allowances and an official receipt thereof.

13.05

Union Leave – Full Time and Regular Part Time Employees Only

Leave of absence for union business may be granted without pay up to an aggregate maximum for all employees of thirty (30) days during each calendar year provided that such leave does not in the Employer's opinion interfere with the continuance of efficient operations of the Employer and does not in the Employer's opinion interfere with the proper care of the Employer's business and recipients thereof. Such leave shall be subject to the following conditions:

- (a) not more than one (1) employee from each Residence is to be absent on such leave at any given time;
- (b) a request must be made in writing and approved by the Employer at least two (2) weeks prior to the commencement of the function for which the leave is requested;
- (c) such request shall state the general nature of the function to be attended as well as the dates subject to the request;
- (d)** During such leaves of absence, the Employer will pay employees for scheduled hours as if they were at work, and the Union shall reimburse the Employer upon receipt of a bill from the employer. The Employer agrees to bill the Local Union monthly for union leaves of absence.

13.06

Effect of Leave of Absence

In the event of an employee's absence without pay from the Employer the employee will accumulate service and seniority only during the first thirty (30) days of such absence. Following such thirty (30) day period all service and seniority shall cease to accumulate for all purposes, the benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee shall be responsible for full payment of all employee benefits in which the employee is participating. The employee may arrange with the Employer to prepay to the Employer the full premium of such employee benefits for the entire period of the leave to ensure the employee's continued coverage. The service and seniority accumulation for persons on pregnancy leave or parental leave, the provisions of the Employment Standards Act shall govern.

ARTICLE 14 - STATUTORY HOLIDAYS – Full Time Employees Only

14.01 Subject to the qualifying provisions and any other provisions of the Employment Standards Act and regulations, employees shall be entitled to the following paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	Family Day

14.02 An employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise have been entitled.

14.03 An employee who qualifies for holiday pay under the provisions of this Article, and is required to work on any of the above-named holidays shall be paid at the employer's regular straight time hourly rate and in addition the employee will receive another working day with pay in lieu of the holiday. Such lieu day will be scheduled within sixty (60) calendar days of the holiday or such other time as the parties may mutually agree upon. Failing such mutual agreement the substitute date will be scheduled by the Employer.

14.04 If a paid holiday falls during an employee's vacation, the employee will receive another day to be taken within sixty (60) calendar days after the holiday, provided the employee qualifies for the holiday pay.

14.05 If a paid holiday falls during an employee's regular day off, another day off shall be taken by the employee within sixty (60) calendar days after the holiday provided the employee qualifies for the holiday pay.

14.06 Part time employees shall be governed by the provisions of the Employment Standards Act.

ARTICLE 15 – VACATIONS – Full Time Employees Only

15.01 Employees working for the Employer shall be entitled to vacation computed on the following basis and calculated as of the cut off date of June 30th of each year:

- (a) employees who have completed less than one year of continuous service as of June 30th shall be entitled to an annual vacation of .833 days for each complete calendar month of service with pay at the employee's regular straight time hourly rate;
- (b) employees who have completed one or more years of continuous service as of June 30th shall be entitled to an annual vacation of ten (10) days with pay at his regular straight time hourly rate;
- (c) employees who have completed two (2) or more years of continuous service as of June 30th shall be entitled to an annual vacation of fifteen (15) days with pay at his regular straight time hourly rate;
- (d) employees who have completed eight (8) or more years of continuous service as of June 30th shall be entitled to an annual vacation of twenty (20) days with pay at his regular straight time hourly rate.
- (e) Employees who have completed sixteen (16) or more years of continuous service as of June 30th shall be entitled to an annual vacation of thirty (30) days with pay at his regular straight time hourly rate.

15.02 Vacation shall not be cumulative from year to year.

15.03 The Employer shall schedule vacations for both Full Time and Regular Part Time employees in each Residence in accordance with the following guidelines:

- (a) The Employer shall make the sole determination as to the number of full time and part time employees that can be absent on vacation at any one time;
- (b) Employees must submit their choice of vacation for the period July 1 to June 30 to their immediate supervisor or his designate by no later than March 15th of each year;
- (c) Vacation lists shall be finalized and posted by no later than April 15th of each year;
- (d) The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, taking into account adequate coverage and proper care of the operations;
- (e) If there is a dispute over a vacation date between full time employees or regular part time employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request was submitted in accordance with the requirements of this Collective Agreement;
- (f) In addition, should the parties be unable to mutually agree upon the time by July 1st in any year, the decision will be that of the Employer;
- (g) Seniority shall not prevail in a dispute between an employee with a vacation request of one week or more and an employee with a vacation request of less than one week;
- (h) Of an employee's vacation entitlement, the employee may take a maximum of ten (10) days at any one time;
- (i) Of an employee's total vacation entitlement in the case of 10-day, 15-day

20-day and 30-day entitlements only, vacations must be taken in no less than one week blocks of time;

- (j) It is understood and agreed that fewer employees will be allowed vacation during times which correspond with the children's vacations or high vacation demand times. It is also understood and agreed that no vacation shall be scheduled between December 15th and January 15th;
- (k) **Regular Part Time, Relief Part Time employees and Contract employees** shall receive 4% vacation pay each pay period in accordance with the Employment Standards Act. Any time off in accordance with the Employment Standards Act shall be governed by the provisions of Article 15.03.
- (l) Notwithstanding the finalization of the vacation planner, employees may apply to the Program Manager (or her designate) to transfer up to a maximum of three (3) twelve (12) hour shifts and/or five (5) eight (8) hour shifts, not to exceed a cumulative total of forty (40) vacation hours (minimum time frame is one shift), from the planner to be taken on different day(s). Such request must be made in writing at least seven (7) days prior to the day off subject to the request. The Employer shall make the sole determination as to whether or not the employee's request can be accommodated. The use of this provision shall be an exception to paragraph (i). On one occasion only during the term of this Collective Agreement, in the event that the Program Manager (or designate) has agreed to transfer the shifts in accordance with this provision, the "different days" may be scheduled at a time up to six (6) months beyond the vacation year (i.e. up to December 31).

15.04 An employee's vacation entitlement (pay plus time off) shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods which exceeds thirty (30) cumulative

days during the twelve (12) months during which the employee is qualifying for vacation. This provision shall not apply to persons on pregnancy or parental leave during the time stipulated by the Employment Standards Act.

ARTICLE 16 - HOURS OF WORK

- 16.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.
- 16.02 Overtime at the rate of time and one-half (1-1/2) shall be paid for all hours worked over 176 averaged over a four (4) week period. It is understood and agreed that any overtime must be authorized by the employee's immediate supervisor before overtime rates become effective. It is also agreed and understood that overtime is mandatory when required by the Employer.
- 16.03 Time off in lieu of paid overtime will be scheduled by mutual agreement between the Employer and the employee within sixty (60) days following the pay period in which the overtime was worked. If the Employer and the employee cannot mutually agree upon such time, the Employer will schedule the time off at his discretion.
- 16.04 It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 16.05 Schedules shall be posted four (4) weeks in advance.
- 16.06 Full Time employees only may request once per month to exchange a shift with a co-worker. Such request counts as a request for each of the employees subject to the exchange. Such request must be submitted to the Program Manager (or designate) in writing and co-signed by the employee submitting the request and the employee willing to accept the exchange of a shift at least ten (10) calendar days prior to the initial date of the schedule change. The Program Manager (or designate) shall provide a response to the request within five (5) calendar days. The parties understand and agree that an exchange of shifts shall not be granted if it results in any overtime pay.

16.07 **When a staff member is required to accompany a client to an appointment outside of the work location and this may impact the rest periods and or meal periods as mentioned below, a discussion shall be had with management on how to schedule such breaks upon return.** The employer shall schedule two (2) **fifteen** minute rest periods, one in each half of a shift lasting eight (8) or more hours unless it is necessary to schedule otherwise in order to meet the needs of the Residents, provided the first ten minute rest period is scheduled within the first five hours of the shift. In addition, a thirty (30) minute paid meal period shall be provided where the staff shall remain in the facility and eat with the Residents. For shifts of less than eight (8) hours but equal to or greater than four (4) hours the employer shall schedule one **fifteen (15)** minute rest period.

16.08 **If a shift becomes available as a result of an employee absence, it will first be offered to relief part time employees in the residence where the shift is located. If the shift cannot be filled from within the residence as above, it will be offered to relief part time employees in the other residence.**

ARTICLE 17 - HEALTH & WELFARE – FULL TIME EMPLOYEES ONLY

17.01 The Employer agrees to pay a percentage (as indicated below) of the present monthly billed premium of the various insurance plans set out below with the employee paying the balance through payroll deduction. Eligibility and entitlement under any of the following plans shall be subject to the terms and conditions of the plan and the requirements of the carrier as administered by the carrier. The Employer's only obligation under this provision is to pay the appropriate premiums under the various insurance plans.

17.02 (a) Group Life Insurance

The Employer agrees to pay 100% of the present billed premium rate of a Group Life Insurance Plan for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan.

(b) Extended Health Care Plan

(i) The Employer agrees to contribute 100% of the present billed premium of an extended Health Care Plan for each full time eligible employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of such Plan. It is understood and agreed that as of the date of ratification, the definition of spouse

under the terms and conditions of the Plan as per the carrier will be "common law spouse" - defined as someone who is publicly represented as the employee's spouse and has been continuously living at the same residence as the employee for at least twelve (12) continuous calendar months.

- (ii) It is understood and agreed that under the terms of the drug portion of such Plan, except where a Physician prescribes no substitutions, it is understood and agreed that the Drug Plan will only cover generic drugs where generic drugs are available as a substitute for name brand drugs. In the event the employee desires to purchase name brand drugs, where generic drugs may otherwise be available, and where there is no Doctor's prescription for brand name drugs, the employee shall be responsible for the full cost of such purchase.

(c) Dental Plan

The Employer agrees to contribute 50% of the present billed premium of a Dental Plan (\$25./\$50. deductible) for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of such Plan. It is understood and agreed that as of the date of ratification, the definition of spouse under the terms and conditions of the Plan as per the carrier will be "common law spouse" - defined as someone who is publicly represented as the employee's spouse and has been continuously living at the same residence as the employee for at least twelve (12) continuous calendar months.

Effective January 1, 2027, the dental plan shall be subject to a co-insurance with each claim being paid 80 percent by the Plan and 20 percent by the employee.

The O.D.A. Fee Schedule shall be as follows:

Effective January 1, 2024 – 2022 ODA Fee Schedule

(d) R.R.S.P. Plan

The Employer shall continue to provide an R.R.S.P. plan on the terms and conditions governing the plan as of the date of signing the Collective Agreement.

- (e) The Employer agrees to contribute 100 percent of the billed premium of a long term disability plan for each eligible employee in the active employ of the Employer, eligible for coverage subject to the terms and conditions of such plan. Such amount shall be added as a taxable benefit each year.

(f) Vision Care

The Employer agrees to contribute 75 percent of the present billed premium of a Vision Care Plan (\$300.00 every twenty-four (24) months) for each employee in the active employ of the Employer eligible for coverage, subject to the terms and conditions of the Plan. The balance of the premium billed from time to time will be deducted through payroll deduction. It is understood that the above-noted amount may be used to cover eye examinations.

(g) E.A.P.

The Employer agrees to pay 100% of the present billed premium of an E.A.P. program.

17.03 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan. In the event of such change, the Employer will notify the Union of the new carrier.

17.04 It is understood and agreed that the provisions of this Article and of Article 18 - Sick Leave do not preclude the Employer from exercising its right to discharge employees for just cause, including innocent absenteeism. This does not interfere with an employee's right to grieve such discharge on the merits.

17.05 The Employer is relieved of its responsibility for premium payments in circumstances where the employee is absent in accordance with the Effect of Absence provision, Article 13.06.

ARTICLE 18 - SICK LEAVE – FULL TIME EMPLOYEES ONLY

- 18.01 Paid sick leave is for the sole and only purpose of protecting the full time employee against loss of income when legitimately ill.
- 18.02 Full Time Employees who have successfully completed the probationary period shall be credited with a pro-rated bank of ten (10) sick days for the remainder of the calendar year, meaning .833 days for each complete calendar month remaining in the year commencing with the beginning of the calendar month following completion of the probationary period. Thereafter, full time employees shall be credited with ten (10) sick days on January 1 of each year. There shall be no carryover of unused sick days to the following year. It is agreed that if an employee severs their employment and has used more sick days than they have earned, the employee shall reimburse the Employer for such days.
- 18.03 (a) As a prerequisite to receipt of sick pay, any absence due to illness, whether or not covered by the provisions of this Article, may, at the Employer's request require verification by a medical certificate. As a prerequisite to receipt of sick pay, in any event, every absence due to illness that exceeds three (3) days shall require verification by providing a medical certificate. For absences in excess of 3 days, such medical certificate is to be produced prior to the start of the employee's first shift on return to work. For absences up to 3 days, such medical certificate, if requested, must be submitted within 3 calendar days (excluding Saturday, Sunday, and paid holidays) of the employee's return to work.
- (b) At any time that a medical certificate is requested, the employee must provide to the Employer a medical certificate outlining the following information:
- (i) that the employee is under the care of a Physician;
 - (ii) that the employee has been seen by the Physician and will continue to be seen by the Physician on a regular basis until the return to work;

- (iii) confirmation by the Physician that the employee is incapable or has been incapable of attending work and completing the normal duties of the position throughout the period of absence;
- (iv) some prognosis as to the expected return date to regular full time employment.

18.04 In order to qualify for salary protection as outlined above, employees suffering illness must notify their Supervisor or designated representative of the Employer as soon as the employee is aware of the inability to attend work, but in any event, no later than **three (3)** hours before the commencement of the employee's shift.

18.05 (a) Employees who have been absent for three (3) days or less shall notify their supervisor or designated representative at least two (2) hours in advance of their starting time or their reporting back for duty following an absence due to illness or injury.

(b) Employees who have been absent for more than three (3) days shall notify their supervisor or designated representative at least twelve (12) hours in advance of their starting time of their reporting back for duty following an absence due to illness or injury.

(c) Failure to provide the required notice may result in the employee being prevented from returning to work for an additional shift (unpaid).

ARTICLE 19 - WAGES AND MISCELLANEOUS

19.01 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the wage rates set out in Schedule "A" are attached hereto and forms part of this Agreement.

19.02 The Employer shall designate a lockable bulletin board space in each Residence for the posting of Union notices. Such notices shall be signed by a Union Representative and submitted to the Program Manager (or designate) for approval prior to posting.

19.03 Health and Safety

The parties agree to abide by the provisions of the Occupational Health and Safety Act, as amended.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This Agreement shall remain in effect to and including December 31, 2027. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.

DATED AT Toronto, this day of _____, 2025.

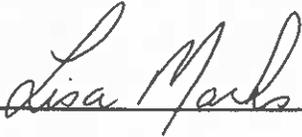
KENNEDY HOUSE



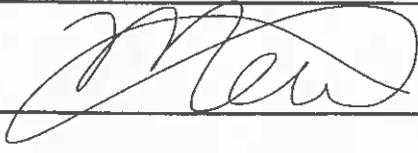




UNIFOR



Vinoesh Mathew



Véronique Prévost

SCHEDULE “A” – WAGES

Full Time Developmental Service Worker

	<u>December 31, 2024</u>	<u>Effective Jan 1, 2025</u>	<u>Effective Jan. 1, 2026</u>	<u>Effective Jan. 1, 2027</u>
Start Rate	\$19.17	\$19.65	\$20.14	\$20.64
Step 2	\$19.67	\$20.16	\$20.66	\$21.18
Step 3	\$20.16	\$20.66	\$21.18	\$21.71
Step 4	\$20.66	\$21.18	\$21.71	\$22.25
Step 5	\$21.17	\$21.70	\$22.24	\$22.80

Movement on the Salary Grid

- (a) Subject to the terms of the Collective Agreement, Full Time employees shall move to the next step (if any) on their anniversary date of employment.
- (b) **Relief Part Time**, as well as **Contract employees** shall be paid at the Start Rate noted above, and shall not move on the salary grid.
- (c) **Permanent Part Time Employees will be placed at the Start Rate. Commencing January 1, 2025 Permanent Part Time Employees will move on the salary grid one step for every 1900 hours worked after January 1, 2025.**

GALLOWAY ROAD PROGRAMME

FOR THE FISCAL PERIOD APRIL 1, 2025 TO MARCH 31, 2026

AND

FOR THE FISCAL PERIOD APRIL 1, 2026 TO MARCH 31, 2027

AND

FOR THE FISCAL PERIOD APRIL 1, 2027 TO MARCH 31, 2028

1. The Employer agrees to adjust the salary scale (increases) as noted above in each of the fiscal periods in accordance with monies received from the Ministry of Children and Youth Services that are delegated to salary increases.
2. Any adjustments shall be implemented when finalized by the Ministry.
3. Adjustments resulting in an increase shall be retroactive to the beginning of the fiscal year (April 1) if provided by the Ministry, and retroactivity, if any, shall be paid to all employees in the bargaining unit in the employ of the Employer as of the payment date on the basis of straight time hours worked.
4. It is expressly understood and agreed that notwithstanding the expiry of the Collective Agreement on December 31, 2027, the wage adjustment, if any, implemented April 1, 2027 is attributed to the period April 1, 2027 to March 31, 2028, and shall not be subject to any further adjustments by the parties prior to April 1, 2028. In negotiations for a new Collective Agreement commencing January 1, 2028, wage increases for the period January 1, 2028 to March 31, 2028 shall not be an issue. This paragraph represents a good faith agreement of the parties and survives any termination of the Collective Agreement that expires December 31, 2027.

BROCK ROAD PROGRAMME

FOR THE FISCAL PERIOD APRIL 1, 2025 TO MARCH 31, 2026

AND

FOR THE FISCAL PERIOD APRIL 1, 2026 TO MARCH 31, 2027

AND

FOR THE FISCAL PERIOD APRIL 1, 2027 TO MARCH 31, 2028

1. It is understood and agreed that the per diem established in this programme is currently \$498.00. This amount is based on the needs of the resident, and the budget established for the resident by the Agency providing the resident to Kennedy House for care.
2. The budgeted amount is approved by and provided by Developmental Services Ontario through the Ministry of Community and Social Services.
3. In the event of an increase in the per diem that is approved by the Ministry and designated for salary increases, the Employer agrees to adjust the salary scale accordingly.
4. Any adjustments shall be implemented when finalized by the Ministry.
5. Adjustments resulting in an increase shall be retroactive to the beginning of the fiscal year (April 1) if provided by the Ministry, and retroactivity, if any, shall be paid to all employees in the bargaining unit in the employ of the Employer as of the payment date on the basis of straight time hours worked.
6. It is expressly understood and agreed that notwithstanding the expiry of the Collective Agreement on December 31, 2027, the wage adjustment, if any, implemented April 1, 2027 is attributed to the period April 1, 2027 to March 31, 2028, and shall not be subject to any further adjustments by the parties prior to April 1, 2028. In negotiations for a new Collective Agreement commencing January 1, 2028, wage increases for the period January 1, 2028 to March 31, 2028 shall not be an issue. This paragraph represents a good faith agreement of the parties and survives any termination of the Collective Agreement that expires December 31, 2027.

LETTER OF UNDERSTANDING

Re: General Liability Insurance

The Employer shall provide the Union with a copy of the personal liability insurance currently in effect as well as any changes that may occur in the future.

Letter of Understanding - First Aid and C.P.R.

1. New employees are responsible to provide certification in first aid and C.P.R.
2. For employees who have successfully passed their probationary period, the Employer shall provide refresher training in both first aid and C.P.R.
3. Employees in attendance shall receive their regular straight time hourly rate for regularly scheduled straight time working hours lost due to attendance at the training.
4. If the training is scheduled on an employee's day off, the employee shall receive another day off within sixty (60) days of the day of training.

Letter of Understanding

The parties agree to meet at the earliest opportunity in accordance with the Union Management provision in Article 6.03 of the Collective Agreement to discuss issues relating to scheduling.