

THIS AGREEMENT entered into as of the 22nd day of February, 2012.

COMMUNITY LIVING ESSEX COUNTY

hereinafter called the "**EMPLOYER**"

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL NUMBER 3137

hereinafter called the "**UNION**"

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees while we strive to support persons with developmental disabilities in the best way we can. This agreement also provides a process for the prompt and equitable disposition of grievances, with the goal of promoting the morale and well-being of all employees.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees in the County of Essex save and except supervisors of staff, persons above the rank of supervisor of staff, Executive Assistant, Human Resources Officer, Volunteer and Staff Development Officer, persons supported and employed in vocational programs, persons employed under the category of employment opportunity projects, persons employed as In-Home Workers and students employed during the school vacation period.

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2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

2.03 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designated representative and the Recording Secretary of the Union, with a copy to the President of the Union.

2.04 Any mutually agreed changes to this Collective Agreement shall be in writing and signed by the parties hereto and shall form part of this Collective Agreement, and are subject to the grievance and arbitration procedure.

2.05 Should a merger or amalgamation with any other agency be required or planned, the Employer will promptly involve the Union in discussions in order to use the collective efforts of the Employer and the Union to attempt to retain the present seniority and benefits of the existing employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that the management, control and supervision of the Employer's operations and services and the direction of its working force are vested solely and exclusively in the Employer, and, without limiting 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, retire, assign, direct, classify, promote, demote, transfer,

discharge, suspend or otherwise discipline employees provided that a claim by an employee who has completed his/her probationary period that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure hereinafter provided;

(c) determine in the interests of efficient operations and highest standards of service classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;

(d) determine the number of personnel required, services to be performed, and the methods, procedures and equipment to be used in connection therewith;

(e) make and enforce and alter from time to time rules and regulations to be observed by all employees. Prior to implementation, an Employer representative or representatives will meet with the Union President to advise the Union President of any new or altered rules or regulations, and to give consideration to any comments from the Union President. Any new or altered rules or regulations shall be posted, with a hard copy and electronic copy to the Union, at least seven (7) calendar days before they come into effect.

3.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

3.03 Supervisors, volunteers, students and workfare participants shall not perform work normally performed by employees in the bargaining unit if as a result any such employee is laid off or loses any regular hours of work.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that no employee shall, in any manner, be discriminated against, nor shall he/she be coerced, restrained or influenced on account of membership or non-membership in the Union.

4.02 The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code.

4.03 The Employer and the Union agree to abide by the provisions of the Harassment in the Workplace Policy, PER-100-01, dated May 5, 1993 and revised April, 2009, a copy of which is attached hereto as Schedule D. The Employer agrees to secure agreement from the Union President for any changes to the said Policy which directly affect employees, unless otherwise required by legislation or other similar legal authority.

ARTICLE 5 - REPRESENTATION

5.01 The Employer acknowledges the right of the Union to appoint or otherwise select five (5) Stewards, one of whom shall be the Chief Steward. An

employee may request any Steward that he/she chooses to represent him/her provided such Steward is available so as not to delay the holding of any proceeding or meeting which requires the presence of the employee's Steward. Each Steward shall have attained seniority. In the absence of any Steward chosen by an employee, the Chief Steward shall have jurisdiction to act.

5.02 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. In accordance with this acknowledgement, Stewards shall not absent themselves from their work without first obtaining the permission of their immediate supervisors, such permission not to be unreasonably withheld, nor shall such Stewards absent themselves from their work for more time than is reasonably necessary in order to process grievances. In accordance with this understanding, the Employer shall not make any deductions from the regular pay of a Steward for time so spent during his/her regular working hours.

5.03 The Employer shall not be liable for the pay of any Steward or for any other member of any committee provided for herein or for any employee represented by the Union when such person is absent from work in the preparation for or attendance at arbitration hearings.

5.04 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of the President, Recording Secretary and the Chief Steward or Steward involved in the grievance under consideration, of which Grievance Committee the President shall be the Chairperson. The Employer will recognize and deal with the said Committee as provided in the Grievance Procedure. 5.05 (a) The Employer acknowledges the right of the Union to appoint or

otherwise select a Negotiating Committee of not more than four (4) employees, at least one (1) of whom must be a part-time employee, with one (1) alternate to act only in the absence of one (1) of the regular members of the Committee, all of whom have attained at least six (6) months' seniority, and will recognize

and deal with the said Committee with respect to negotiations for a renewal of this Agreement.

(b) Employees on the Negotiating Committee shall suffer no loss of wages or benefits for time spent in negotiating with the Employer for the renewal of this Agreement during their regular working hours up to and including any meeting or meetings scheduled by a Conciliation Officer or a Mediation Officer of the Ministry of Labour. When an employee on the Negotiating Committee has been assigned to work on a shift immediately preceding or immediately following a scheduled negotiating session, up to and including any meeting or meetings scheduled by a Conciliation Officer or a Mediation Officer of the Ministry of Labour, such employee

will be excused from this assignment and will suffer no loss of pay at the employee's regular rate as a result of being excused from the assignment.

5.06 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the Employer.

5.07 The Union shall notify the Executive Director in writing of the names of the Stewards and the name of the Chief Steward, the names of the other Stewards on the Grievance Committee, and the names of the Negotiating Committee. Until the Employer has been notified in writing the Employer shall not be required to recognize such person.

5.08 The Employer shall make no deduction from the pay of the members of the Grievance Committee for time spent in the Step 2 grievance meeting with the Executive Director or designated representative.

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5.09 The Employer will provide to the Union a filing cabinet and space for it at a location to be agreed upon between the Executive Director and the President of the Union.

5.10 When a Steward or the Union President or the Union President's designate is called in specifically to provide representation at a disciplinary meeting at other than the Steward's or the Union President's or such designate's regularly scheduled hours, such Steward or Union President or such designate shall be paid for the time spent in attendance at the meeting at his/her regular rate of pay.

ARTICLE 6 - CHECK-OFF

6.01 The Employer shall deduct from every employee, commencing with the first pay period, an amount equal to the Local 3137 dues levied by the Union on its members.

6.02 The Employer shall forward in one cheque the dues deducted, accompanied by a list of the names indicating the amount so paid by each employee and the Deduction of Union

Dues form (Appendix 1), to the National Secretary-Treasurer of the Union not later than the 15th day of the month following the month in which such dues were deducted.

6.03 The Union shall notify the Employer in writing of the amount of such monthly dues from time to time and one (1) month prior to any change in the amount of the said dues becoming effective.

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6.04 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of the monthly Union dues from employees' salaries in accordance with this Agreement.

6.05 The Employer shall type in the Income Tax (T4) slips given to each employee the amount of Union dues paid by each employee in the previous year.

6.06 The Employer shall provide to the Union Secretary, in January and July of each year, a listing (both hard copy and electronic), of all seniority employee's names, addresses and telephone numbers that have been provided to the employer.

ARTICLE 7 - NEW EMPLOYEES

7.01 The Employer agrees to acquaint employees at the time of their hiring with the fact that a union agreement is in effect, and bring to their attention the provisions dealing with the Dues Check-off.

7.02 On commencing employment, the employee's immediate supervisor shall advise the new employee of the names and locations of all Stewards. At the orientation meetings held quarterly by the Employer for new employees, a Union Representative shall have the right to address the new bargaining unit employees for a period not exceeding ten (10) minutes to provide for Union orientation, without the presence of management.

7.03 By the 10th day of each calendar month the Employer shall advise the Recording Secretary of the Union in writing of the names, addresses and telephone numbers of all new employees hired during the previous month and their work location.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

8.02 It is the mutual desire of the parties hereto that employees' complaints be dealt with as soon as possible. No employees shall file a grievance under Article 8.03 until the employee has first discussed his/her complaint with his/her immediate supervisor, accompanied by his/her Steward if desired. Failing settlement of the complaint within seven (7) calendar days, an employee may present a grievance in accordance with Article 8.03. It shall be optional to the Employer to decline to consider any grievance the alleged circumstances of which originated or occurred more than seven (7) calendar days prior to its presentation. Grievances shall be submitted in writing signed by the grievor and the Union Steward and replies to grievances shall be in writing at all steps.

8.03 Step 1: An employee having previously discussed his/her complaint with his/her immediate supervisor and the complaint not having been resolved, shall directly or assisted by his/her Steward submit a grievance signed by the grievor and the Union Steward to the employee's Director. The Director of his/her program shall hold a meeting with the Union Steward and shall render his/her decision to the employee or to the Chairperson of the Grievance Committee within seven (7) calendar days next following receipt of the grievance.

8.04 Step 2: If the decision of the employee's Director is not acceptable to the Union, the Union may appeal the decision to the Executive Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days of the receipt of the decision of the employee's Director. If the grievor is not available to sign the appeal notice within the relevant time

limit, such appeal notice may be signed by a second Union Steward or the President of the Local in lieu of the grievor. Thereupon the Grievance Committee shall meet with the Executive Director or

his/her designated representative, to deal with the grievance. The Executive Director, or his/her designated representative, shall render his/her decision within seven (7) calendar days of the meeting with the Grievance Committee. In the event that the decision of the Executive Director is not satisfactory to the Union, the Union may invoke the arbitration provisions of this Agreement provided written notice of the Union's intention to proceed to arbitration is given to the Executive Director within sixteen (16) calendar days of the receipt of the decision of the Executive Director.

8.05 The above time limits may be extended by mutual agreement between the parties. Where a paid holiday or paid holidays set out in Article 19 fall within a time limit for the taking of any step in the grievance procedure, the time limit will be automatically extended by an equivalent number of calendar days. However, such time limits referred to above shall be construed as mandatory. Failure to comply with the time limits by the employee or the Union shall be deemed an abandonment of the grievance. Failure of the Employer to reply within the time limits shall entitle the employee or the Union, as provided above, to proceed to the next step.

8.06 The parties agree that Section 48(16) of the Labour Relations Act shall not have application to this agreement. The parties agree that Section 49 of the Labour Relations Act shall have application to this agreement.

8.07 At any meeting during the grievance procedure, the grievor shall have the right to be present. At the second step meeting of the grievance procedure, the parties may have the assistance of the employee or employees involved and, if agreeable to both parties, any necessary witnesses.

ARTICLE 9 - ARBITRATION

9.01 Any grievance which has not been settled under the Grievance Procedure may be referred to arbitration in accordance with the procedure and time limit set forth in Article 8.04. If no such notice is given in accordance with the procedure and time limit set forth in Article 8.04, the grievance shall be deemed

to have been settled or withdrawn. The Union's notice of intention to proceed to arbitration shall state clearly the matter referred to arbitration. Within