

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING KIRKLAND LAKE
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 3440
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

Effective Dates:

April 1, 2005 to March 31, 2007

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PREAMBLE

This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably any difference or grievance, which may arise from time to time hereunder in a manner hereinafter set out.

WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

1.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Community Living in the District of Kirkland Lake, save and except Supervisors, persons above the rank of Supervisors, persons regularly employed for not more than 24 hours per week and office staff.

1.02 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the contexts of the party or parties hereto so require.

1.03 Definitions

Wherever "employee is used in this Agreement, it shall mean an employee as described in Article 1.01 hereof.

Probationary Employee - is an employee who has not completed his probationary period.

1.04 a) No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative which conflicts with the terms of this Agreement.

b) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges and recognizes that the Management of the Employer's operations 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, suspend or otherwise discipline provided that a claim of discharge or discipline without just cause by an employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- c) Make, enforce and alter from time to time rules and regulations to be observed by all employees. The Employer will notify all employees of such rules and changes thereof in writing.
- d) The Union further recognizes the right of the Employer to operate and manage its residences in all respects in accordance with its commitments and its obligations and responsibilities.
- e) The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment and jurisdiction of the operations, buildings and equipment at the residences and premises operated by the Employer are solely and exclusively the responsibility of the Employer, provided it does not contravene the terms of this Collective Agreement.

2.02 It is expressly understood and agreed between the parties hereto that verbal or physical abuse of any resident by an employee shall be sufficient cause for discharge.

ARTICLE 3 – NO DISCRIMINATION

3.01 The parties agree that in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee by the Union or by the Employer by reason of race, creed, colour, sex, marital status, nationality, ancestry, place of origin or political affiliation.

3.02 The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union. There shall be no Union activity carried out on the premises of the Employer, except as required to carry out the terms of this Agreement.

3.03 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and will provide a listing of the Union executive and Union stewards to the new employee. This listing will be provided to the Employer by the Union. The Union president or designate will be provided with the date and time of the orientation meeting and a Union representative will be provided with an opportunity to meet with the new employees. The Employer further agrees to provide the Union with the names and addresses of new employees as hired.

3.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer and the Union shall bear the cost of printing the Collective Agreement on a 50-50 basis and copies shall be distributed by the Employer to all members of the bargaining unit.

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designate and the Secretary of the Union and local regional office.

ARTICLE 4 – CHECK-OFF OF UNION DUES

4.01 Check-Off

The Employer shall deduct from every employee any monthly dues in accordance with the Union Constitution and/or By-laws, and owing by him to the Union.

4.02 Deductions

Deductions shall be made from each payroll period and shall be forwarded to the National Secretary-Treasurer of the Union, not later than the fifteenth (15th) day of the month following, accompanied by two (2) lists of the names of the employees and addresses of new employees from whose wages the deductions have been made, and will also include the total regular earnings for the month on the basis that the earnings information is for the confidential internal use of the Union only.

ARTICLE 5 – NO STRIKE OR LOCKOUT

5.01 No strike or lockout as defined under the *Labour Relations Act* of Ontario and shall include work stoppages or any reduction in services.

- 5.02** During the term of this Agreement, neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slowdown or any suspension of work against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer or any of its officers or officials engage in any lockout of employees.
- 5.03** It is agreed that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties and to resort to the grievance procedure for the resolution of any complaint or grievance.
- 5.04** Should there be any violation of the above article 5.02 and 5.03, there shall be no discussion or negotiation of the matter in dispute between the Employer and the Union until normal work has resumed.

ARTICLE 6 - UNION REPRESENTATION

6.01 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance upon first notifying the Employer of their intent to visit the premises.

6.02 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and Committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory personnel and other persons with authority to deal with personnel functions.

6.03 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee in preparing and presenting his grievance in accordance with the grievance procedure. There shall be a maximum of one (1) steward in each location.

6.04 The Stewards so selected shall constitute the Union Grievance Committee and shall not exceed two (2) stewards.

6.05 It is recognized that in administration or negotiation of this Agreement, supervision of the residents or clients of the Employer must come first. Therefore, a Steward shall not leave his work without obtaining the

permission of his Supervisor, which permission shall not be unreasonably withheld considering the efficiency of the operation.

6.06 Negotiating Committee

A Union bargaining committee shall be appointed and consist of not more than four (4) employees. The Union will advise the Employer in writing of the Union nominees to the Committee. The Employer will advise the Union in writing of the Employer' s nominees to the committee. Employees shall attend negotiation meetings with the Employer without loss in pay and benefits excluding mediation and arbitration.

6.07 The parties agree to appoint a Labour Management Committee consisting of two representatives appointed by the Union and two representatives appointed by the Employer who shall meet not more than once a month to discuss, and if possible, provide understanding of points of mutual interest. It being understood that such committee shall have no right and shall not negotiate any term of the Collective Agreement or attempt to resolve any grievances filed. The committee shall establish its own agendas and time of meetings. Compensation will be at straight time for meetings after working hours.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Any dispute involving the application, interpretation, or alleged violation of this Agreement or a case where the Employer has acted unjustly, improperly or unreasonably, may be made the subject of a grievance and an earnest effort shall be made to settle such grievance fairly and promptly in the following manner:

Step 1

The aggrieved employee must first discuss his/her complaint with his/her immediate supervisor within five (5) working days of the occurrence of the incident giving rise to the complaint. If the employee wishes, he/she may be accompanied and assisted by his/her steward. The supervisor shall give his/her answer within three (3) working days of receipt of the complaint.

Step 2

If no settlement is reached, the grievance shall be filed within five (5) working days of the answer at Step 1. Such grievance shall be filed in writing with the grievor' s supervisor. The grievor, who shall be accompanied by his/her steward, shall meet with the supervisor at a mutually agreeable time to discuss the grievance. The Supervisor shall respond to the grievance in writing within six (6) working days of the receipt of the grievance.

Step 3

If a settlement is not reached, the grievance shall be filed with the Executive Director or his/her designate within ten (10) working days of the Supervisor' s reply at Step 2. A meeting to discuss the grievance shall take place at a mutually agreeable time and the grievor shall be accompanied by his/her steward and/or a Union representative. The Executive Director or his/her designate shall respond to the grievance in writing, with reasons, within fifteen (15) working days of the meeting, except in cases of discharge, where the Director will respond in writing within seven (7) working days.

7.02 Union or Employer Grievance

Both the Union and the Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement. An Employer or Union grievance shall be presented in writing to the authorized Union Representative or Executive Director or their designates, as the case may be, within seven (7) working days of the incident giving rise to the grievance. The Parties shall meet within five (5) days to discuss the merits of the grievance and a reply to the grievance shall be given in writing within ten (10) working days of receipt of the grievance.

7.03 Group Grievance

A grievance, which is common to more than one (1) employee, shall be initiated at Step 2 by one (1) grievor representing the group. The written grievance shall set out the names of the employees involved.

7.04 Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 8.

7.05 If the respondent fails to reply to a grievance within the time limits set out at any step above, the grievance may be submitted to the next Step of the grievance procedure.

7.06 At any step of the grievance and arbitration procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

7.07 For the purpose of this Article and Article 8, "working days" shall be defined as Monday to Friday.

7.08 The Employer shall supply the necessary facilities for grievance meetings.

7.09 Grievance Committee

The Employer shall recognize a Grievance Committee as elected by the Union.

- 7.10** When a grievance is reduced to writing, the written grievance shall contain the Article numbers, which are allegedly violated together with a statement of the particulars of the grievance and the remedy sought.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days of receipt of the registered letter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select an impartial Chairman.

8.02 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman within fifteen (15) days after their appointment, the appointment shall be made by the Ministry of Labour upon the request of either party.

8.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement, which it deems just and equitable.

8.04 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the nominee it appoints, and
- b) one-half (1/2) of the fees and expenses of the Chairman.

8.05 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discharge Procedure

An employee who has completed his probationary period may be dismissed but only for just cause and only upon the authority of the Executive Director or his/her designate. When an employee is discharged or suspended, he shall be given the reason immediately in writing.

9.02 May Omit Grievance Steps

An employee who has completed his probationary period, and is considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

9.03 The parties may agree to a single arbitrator and the provision of Article 8 shall apply to such a mutually chosen arbitrator or one appointed pursuant to the *Ontario Labour Relations Act* R. S.O., 1980 Chapter 288 as amended.

ARTICLE 10 - SENIORITY

10.01 Seniority for the purposes of calculating job posting, vacation entitlement, lay-off and recall, shall be determined for:

- a)** full-time employees as the length of continuous service since the employees most recent hiring date;
- b)** for part-time employees, seniority as referred to in this agreement shall mean the length of continuous service, calculated in hours, since the employees most recent hiring date with the employer;
- c)** for part time employees who are hired to permanent full time positions, the employee shall be credited with one (1) year of seniority for each 1820 actual hours worked. The employee shall be given a revised

start date. That revised seniority start date shall be used to calculate the employees' entitlement for vacation, job posting, layoff and recall.

d) Employees will only move through the classification grid once. (i.e. - Employees who have been in full time position and return to part time and then to full time positions, should not start in six (6) months or one (1) year pay grid but be placed in the grid that they occupied when they left. Same situation occurs with employees on lay-off or moved from full-time position to part time position because of bumping.

A part time employee who obtains a permanent full time position will be placed on the grid according to their seniority in hours to a maximum of one (1) year on the grid. No part time employee shall be placed on the salary grid in a position greater than one (1) year on the grid.

Part time employees going to permanent full time positions shall be entitled to benefits according to the policy of the full time employees benefits insurance carrier, but not retroactively, e.g. a waiting period of three (3) months, if applicable.

This clause shall be effective of and from the day the Memorandum is agreed upon and signed by all parties.

10.02 Newly hired employees shall be on a probationary basis for a period of six (6) months from the date of hiring, and will receive a review three (3) months from the date of hiring, and a formal evaluation prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all the rights of this Agreement and Benefits Plans as set out in Article 18, except with respect to discharge. The Employer shall have the right to discharge or discipline probationary period employees without "just cause" and the dismissal of any probationary employee shall not be made the subject of a grievance. After the completion of the probationary period, seniority shall be effective from the employee's most recent hiring date with the Employer. The probationary period may be extended by mutual agreement between the Employer and the Union.

10.03 A seniority list showing the names of the employees who have completed the probationary period shall be established for employees covered by this Agreement. Such seniority list shall be updated annually in January and in June and posted on a mutually agreed upon bulletin board. A copy shall be supplied to the Local Union President at the time of initial posting and subsequent revision. Employees shall have thirty (30) days from the date of posting in which to question their own individual seniority dates. Failure to do so within the time period mentioned, the seniority list as posted shall be deemed to be correct.

- 10.04** Seniority shall be lost and an employee shall be deemed to have terminated his/her employment with the Employer if he/she:
- a)** voluntarily quits his/her employment;
 - b)** is discharged for just cause;
 - c)** fails to report to work within seven (7) days after issuance of Notice of Re-call by registered mail to his/her last address on record with the Employer;
 - d)** fails to report for work upon the expiration of any leave of absence granted him/her without a reason acceptable to the Employer;
 - e)** is laid off for a period in excess of sixteen (16) months;
 - f)** utilizes a leave of absence for a purpose other than that for which it was granted;
 - g)** is retired;
 - h)** abandons a client during working hours without a reason acceptable to the Employer;
 - i)** is absent due to sickness or accident in excess of eighteen (18) months.
- 10.05** It shall be the responsibility of the employee to keep the Employer informed of his/her current address. If an employee fails to do this, the Employer will not be responsible for the failure of a notice to reach an employee.
- 10.06** An employee's seniority shall not accumulate but shall be retained during any period of absence of sixty (60) days excluding periods of vacation, paid leave, paid sick leave, worker's compensation benefits, and maternity and adoption leave.

ARTICLE 11 - JOB POSTING

- 11.01** The Employer agrees to post notices of all permanent and temporary vacancies, (where the temporary vacancy is known by the Employer to exceed eight (8) weeks), within the bargaining unit, which the Employer requires to be filled and notices of new permanent positions established within the bargaining unit for a period of five (5) working days. Such posting shall stipulate the location of, title and salary for the position concerned.

11.02 Until the vacancy is filled from the job posting provision, the Employer is free to fill the vacancy or new positions on a temporary basis. The Employer shall fill the job on a permanent basis as soon as reasonably possible, not to exceed ninety (90) days. The name of the successful applicant shall be posted on the bulletin board.

A full-time employee will be allowed to bid on a temporary full-time position without resigning from his/her full-time position. The domino effect will be capped with the vacant full-time position being filled with a part-time or temporary full-time employee.

11.03 In all cases of promotions and transfers within the bargaining unit, the following factors shall be considered:

- a) seniority;
- b) skills, knowledge, training, ability, experience and the capability to maintain the viability of a program.

If, in the opinion of management, factor (b) is relatively equal between two (2) or more employees, then factor (a) shall be the directing factor when decisions are made with regard to promotions with the bargaining unit.

11.04 Trial Period

The successful bargaining unit applicant shall be placed on trial for a period to a maximum of three (3) months. Conditional on satisfactory service, the employee shall be awarded the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate without loss in seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her former position, wage or salary rate without loss of seniority. In the event that the former position is not available, the employee affected may exercise his/her seniority rights under this Agreement.

11.05 No Elimination of Present Classifications

Existing classifications in the bargaining unit shall not be eliminated without prior agreement with the Union.

11.06 Union Notification

Within two (2) weeks, the Local Union Secretary shall be notified in writing of all appointments, hirings and locations, lay-offs, transfers, re-calls and

terminations of employment, of employees holding jobs within the bargaining unit.

ARTICLE 12 – LAY-OFF AND RECALL

- 12.01** Lay-offs will be carried out in reverse order of seniority providing the remaining senior employees have the qualifications as set out in 11.03 (b) required to perform the available work without retraining.
- 12.02** The Employer will give notice of lay-off in accordance with the *Employment Standards Act*, currently in force.
- 12.03** In the event it is necessary for the Employer to permanently shut down or end an operation or any facility or program, the employees involved and the Union will receive ninety (90) days notice where such ninety (90) days notice or such shorter notice is received by the Employer.
- 12.04** Employees will be recalled in accordance with the order of their seniority and Article 11.03 (b).
- 12.05** No new employee shall be hired until those laid off have been recalled in accordance with the terms of the Collective Agreement.
- 12.06** A person on the recall list shall be forwarded copies of job posting forthwith that they become available by ordinary mail to his last known address.
- 12.07** Upon receipt of notice of lay-off, a laid off employee shall within two (2) working days be entitled to bump the least senior employee in his/her classification provided that he/she has the qualifications to do the available work. If there is no junior employee in that classification, the laid off employee shall be entitled to bump the most junior employee in the lower classification.

ARTICLE 13- LEAVE OF ABSENCE

13.01 Union Duties, Conventions or Conferences

- a)** Leave of absence without pay and without loss of seniority shall be granted to attend Union duties, conventions or conferences provided however, that such leaves will not total more than forty-five (45) working man days per year for the bargaining unit. Such request is to be given at least five (5) working days in advance, in writing.
- b)** If requested by the Union, the Employer will grant leave of absence without pay for a period not exceeding twelve (12) months to an employee

selected to work full-time for the Union. Such period of leave of absence shall not be deducted from the employee's seniority.

13.02 Subject to the terms of the Plans, an employee shall be allowed to continue enrolment in all employee benefit plans at his/her own expense while on an unpaid leave of absence.

13.03 Paid Jury Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for jury service excluding payment for travelling, meals and other expenses. The employee will present satisfactory proof of service and the amount received. The employee will be expected to be at work on any days when he is excused as a juror. Time spent by an employee required to serve as a court witness in any matter directly arising out of his duties as an employee shall be considered as time worked at the appropriate rate of pay. The foregoing shall not apply to proceedings between the Employer and the Union and/or any person represented by the Union or in cases of negligence or misconduct by the employee.

13.04 Maternity Leave

a) An employee who is pregnant shall be entitled, upon her application therefore, to a leave of absence without pay in accordance with the *Employment Standards Act* currently in force and with benefits.

b) The employee shall give the Employer one (1) month's notice, whenever possible, of the day upon which she intends to commence her unpaid leave of absence and furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which the delivery will occur in his opinion.

c) When the employee reports for work upon the expiration of the period referred to under Article 13 of the Agreement, the Employer agrees to reinstate the employee in his/her former position at the current wage rate.

d) Employees who are on leave of absence for maternity and/or adoption leave shall accumulate seniority during the full period of leave.

e) Full time male employees shall receive three (3) working days of paid leave of absence for the birth or adoption of a child, to be taken within seven (7) calendar days of the birth or placement.

13.05 Bereavement Leave

Employees who have completed their probationary period will be granted bereavement leave of five (5) consecutive days without loss in pay because of a death of an employee's immediate family member and where the employee is attending the funeral. For the purposes of this Article, "immediate family" shall mean: spouse, common-law spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, stepchildren, stepfather, or stepmother and grandchildren. Employees shall receive three (3) days off work without loss in pay to attend the funeral of a niece, nephew, grandparent, brother-in-law or sister-in-law.

13.06 The Employer may grant a leave of absence without pay to an employee in order to undertake a recognized educational program/course which will relate to the employee's work and where the course is seen not only to upgrade the employee, but is also a clear benefit to the agency in the sole and absolute opinion of the Employer.

13.07 Leave of Absence: A leave of absence is permission granted by the Employer to an employee to be absent from work without pay for a period not to exceed eight (8) weeks. The Employer has the right in its absolute discretion to deny a request for a leave of absence. An employee may request a leave of absence only by applying in writing to the Executive Director or her designate, with at least two (2) weeks notice prior to the leave, and her response shall be in writing. Such leave, if granted shall not be deducted from seniority or continuous service or entitlement to benefits or vacation.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 It is expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

14.02 The regularly assigned hours of work for employees covered by this Agreement shall generally be forty (40) hours per week. However, due to the nature of the Association's operations, some employees shall work less than forty (40) hours per week on a regular basis.

14.03 Overtime

a) Employees will accumulate overtime for any hours worked in excess of eighty (80) hours in a two (2) week period. Overtime shall accumulate at the rate of time and one-half (1½) for each hour worked. When the total of accumulated overtime hours reached twenty-four (24) (Statutory Holidays

excluded), arrangements shall be made with the supervisor by the employee to take this time off. The supervisor will attempt to arrange this without the use of part-time staff while not affecting program delivery. Overtime shall only be paid in the absolute discretion of the Employer. Overtime in excess of twenty-four (24) hours shall be taken off within thirty (30) days of accumulation and all overtime shall be taken off within one (1) year of accumulation.

b) Overtime shall only accumulate when authorized by a supervisor and failure to obtain such authorization prior to working the said hours, shall render the hours void for purposes of compensation.

c) Escorting

Staff voluntarily attending out of town events as escorts responsible for residents, trainees, and other persons designated to their charge will be compensated to a maximum 16 hours per each 24-hour period. Overtime will be banked at time and a half for the difference between the regular shift hours and the 16 hour maximum i.e.: 24 hour period -16 hours maximum - 10 hour shift = 6 hours to be banked at time and a half.

14.04 All employees shall be entitled to two (2) fifteen (15) minute breaks during a working shift of more than six (6) hours in duration. If a shift is less than six (6) hours in duration, there shall be only one (1) break of fifteen (15) minutes. Each employee shall be given a minimum of one-half hour (1/2) for lunch but the Employer shall not pay for the lunch time break unless at the request of the Employer the employee remains in the residence.

14.05 No Lay-off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked, except as set out in Article 14.03.

14.06 Compensation for Holidays Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, he shall be allowed an additional day's paid vacation in addition to his regular vacation time.

14.07 Employees who are hospitalized during their scheduled vacation period may reschedule the remainder of their vacation at a time mutually agreed upon between the Employer and the employee.

14.08 The Employer shall endeavour whenever reasonably possible to avoid scheduling split shifts.

ARTICLE 15 - VACATIONS

- 15.01** For the purpose of vacation entitlement and scheduling, April 1st of each year shall be used.
- 15.02** On April 1st, of any year, each employee who has been in the employ of the Employer for less than one (1) year of credited service shall be entitled to a vacation of one and one-quarter (1.25) days with pay for each full month of service up to a maximum of fifteen (15) working days.
- 15.03** Employees who have completed one (1) or more years of service as of April 1st, in any year shall be granted annual vacations on the following basis:
- a)** one (1) to four (4) years of credited service - fifteen (15) working days with pay;
 - b)** five (5) years of credited service - twenty (20) working days with pay;
 - c)** after ten (10) years of credited service - twenty-five (25) working days with pay.
 - d)** After twenty-eight (28) years of credited service - thirty (30) working days with pay.
- 15.04** Vacation pay for each day of vacation shall be at the rate of pay effective immediately prior to the vacation day taken.
- 15.05** An employee with more than three (3) months' service who terminates his employment at any time in a vacation year before he has had vacation shall be entitled to a proportionate amount of salary in lieu of such vacation.
- 15.06** No employee covered by this Agreement will be granted pay in lieu of vacation.
- 15.07** An employee who has more than one (1) year of service and who leaves his employment having received vacation credits without having completed the year of credited service in which they are taken, shall have a pro rated reduction taken from his final pay for unearned vacation.
- 15.08** Vacation days are to be taken within the year allocated and failure to take them will result in loss of days however, in the event that an employee wishes to carry over one (1) to five (5) days from the previous year, it may be permitted with supervisor's authorization.

- 15.09 Preference in vacation by classification shall be given by seniority to the first day of May in a vacation year. All requests received thereafter shall be dealt with on a first come first serve basis.
- 15.10 Where an employee is terminated for cause, the employee shall be paid vacation pay in accordance with the *Employment Standards Act*.
- 15.11 Vacation schedules shall be posted no later than May 30th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation shall be taken in not more than three (3) week segments and not less than fourteen (14) days apart.
- 15.12 The Employer shall have the right to schedule vacations to reasonably maintain the efficient operation of the individual programs and efficiency of the operation, while at the same time, giving reasonable consideration to staff requests for vacation.

ARTICLE 16- PAID HOLIDAYS

16.01 The Employer agrees to grant the following paid holidays:

- | | |
|------------------|---------------|
| New Year' s Day | Dominion Day |
| Civic Holiday | Good Friday |
| Labour Day | Easter Monday |
| Thanksgiving Day | Victoria Day |
| One (1) Floater | Christmas Day |
| Boxing Day | |

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

Employees must take accumulated Statutory Holidays within ninety (90) days.

16.02 Working on Holiday

Effective April 1st, 1991, an employee who is required to work on a holiday or the designated day in lieu, as set out in 16.01 above, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday and shall receive another day off with pay at the employee's regular rate of pay, provided the employee qualified for same in accordance with Article 16.04.

16.03 Holiday on Day Off

If a holiday referred to above falls on an employee's regular scheduled day off, the Employer shall schedule another day off with pay in lieu of the

holiday or pay to the employee holiday pay.

- 16.04** Employees qualify for holiday pay provided they work their regular scheduled full shift immediately preceding the holiday and their regular scheduled full shift immediately following the holiday unless off on approved leave.

ARTICLE 17-SICK LEAVE

- 17.01** Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Worker's Compensation Act*.

Commencing date of signing, an employee who is referred to an out-of-town specialist for medical testing, may use up to two (2) sick days for that purpose to a maximum of three (3) times per year.

17.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for every month an employee is employed commencing with the date of initial employment.

17.03 Maximum Accumulation of Annual Sick Leave

The unused portion of an employee's sick leave shall accrue for his or her future benefit to a maximum of ninety (90) days.

17.04 Proof of Illness

An employee may be required to produce a medical certificate from a medical practitioner for any illness. The employee shall, if requested by the Employer, attend at a physician designated by the Employer for a medical opinion on any illness for which the Employer believes such opinion is required. If the Employer requests the employee to attend on the Employer's designated physician, the Employer shall pay the cost of the medical certificate.

17.05 Sick Leave During leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, or lay-off, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off.

17.06 Sick leave accumulation shall be posted at the same time as seniority is posted.

17.07 A record of all unused sick leave up to 90 days will be kept by the Employer. In January of each year, the employee is to be advised, in writing, of the amount of sick leave days he has accrued up to that point. An employee will have the right to grieve the inaccuracy of such records. Employees shall upon written application, be advised of sick leave accrued to his credit.

17.08 Notification

In order to continue the efficiency of the operation, employees who are unable to report to work due to illness or accident shall report to their immediate supervisor or his/her designate at least one (1) hour prior to their shift. Such notice shall be three (3) hours prior to the commencement of the afternoon and night shift.

Employees who wish to return to work after an illness or absence of less than thirty (30) days shall report to their immediate supervisor during the regularly scheduled Day Shift immediately preceding the working day on which they wish to return; employees absent for more than thirty (30) days shall give the immediate supervisor, twelve (12) days notice prior to returning to work.

Should an employee fail to report as herein required, the Employer shall be under no obligation to provide work or pay for the shift on which the employee returns.

Full time employees who are on approved unpaid sick leave shall accumulate seniority up to a maximum of six (6) months. Thereafter, seniority shall not be credited until return to work.

17.09 Sick pay and vacation pay may not be duplicated.

17.10 Effective on the date of execution of Agreement — An employee who is ill and who has applied for WSIB benefits shall be entitled to utilize his/her available sick leave credits pending a determination of WSIB. The employee shall execute a direction to WSIB to reimburse the Employer for those sick days that are covered by WSIB and utilized by the employee. The employee shall not be entitled to charge his sick bank for any credits that have not been earned up to the first day of his/her illness. Earned vacation days may be used if no sick days are available.

ARTICLE 18 - BENEFITS

18.01 The Employer agrees to pay 100% of the cost of premiums for the following:

OH.I.P.

Single or family coverage 100% paid by the Association. It will however show up as a taxable benefit at the end of the year (T4). Coverage begins 3 months after employment starts.

LIFE INSURANCE - LONDON LIFE

All employees whose salary is below \$30,000 have \$30,000 life insurance. All employees whose salaries are in excess of \$30,000 are insured for the amount of their salary. This is 100% paid by the Association.

Note: Life insurance in excess of \$25,000 is considered a taxable benefit based on a minimum rate per thousand (less than \$1.00).

VISION

Effective November 1, 2001 - Entitled to maximum of \$250.00 every two (2) years or as per policy changes. This is 100% paid by the Association.

Effective date of signing – The Employer shall pay a maximum of fifty (\$50) dollars per family member towards an eye examination per each consecutive 24-month period (persons under 18 years of age per 12-month period) unless covered by Ontario Government or other insurance. Detailed receipts from the optometrist must be provided indicating clearly and separately the cost of the eye exam and the cost of the eyeglasses or contact lenses, if applicable.

DENTAL

Effective date of signing - Covered 95% by dental with an annual deductible as per policy. This premium is 100% paid by the Association.

DRUG PLAN

Effective January 1, 2004 – The Employer will pay 100% of the premium cost for the drug plan with a \$2.00 deductible and 100% co-insurance.

LONG TERM DISABILITY

100% funded by the Association.

Payments commence following a four-month waiting period. This covers 66.7% of basic monthly earnings up to a maximum of \$3,000.00 per month.

Amounts of Long Term Disability are rounded to next higher \$1 .00.

18.02 PENSION PLAN

In this Article, the terms used shall have the meanings as described:

a) "Plan," means a retirement vehicle as determined by the Union. "Applicable wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked;
- iii) vacation pay; and
- iv) sick pay*

* The parties agree that when and if the pension plan is properly amended to include sick pay within the definition of applicable wages, and the Employer has had the opportunity to completely review and determine the consequences of such an amendment, and such amendment has been approved by the Pension board, the parties shall reopen this contract with respect to this provision only for negotiation and it shall not be retroactive.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means full-time and part-time employees in the bargaining unit who have completed five hundred (500) hours of service.

b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to 2.5% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 2.5% of applicable wages to the Plan.

c) The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the employer would have if the Plan were a defined contribution plan.

e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by paragraph e) above, include:

- i) To Be Provided Once Only at Plan Commencement
 - Date of hire;
 - Date of birth;
 - Date of first contribution
 - Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender

- ii) To Be Provided With Each Remittance
 - Name;
 - Social Insurance Number;
 - Monthly remittance
 - Pensionable earnings
 - Year to date contributions;
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.

- iii) To Be Provided Initially and As Status Changes
 - Full address
 - Termination date where applicable (MM/DD/YY)
 - Marital status

- f) In the event the Union determines the retirement vehicle to be a

pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trusts and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule B.

ARTICLE 19- PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

The Employer shall pay wages and salaries every second Thursday up to the amount payable as of the preceding Sunday in accordance with Schedule "A" attached hereto and forming part of this Agreement.

19.02 Kilometre Allowance

Employees authorized by the Employer to use their own automobiles for the Employer's business shall be paid at the rate of 37¢ per kilometre. The Employer will provide a copy of its insurance policy to the Union.

ARTICLE 20 - TERM OF AGREEMENT

20.01 This Agreement shall be in effect from April 1, 2005 to March 31, 2007, and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

20.02 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until the parties are released by the Minister of Labour for the Province of Ontario in accordance with the *Ontario Labour Relations Act*, R. S.O. 1980.

ARTICLE 21 - PAYMENT FOR FIRST AID/CPR COURSE

21.01 The Employer will pay for the renewal of the First Aid/CPR course fee and the hours spent to attend the course.

21.02 Commencing on the date of execution of this Agreement — After completing his/her probationary period, if a part-time employee is required to attend a course by the Employer, the employee shall be paid his regular

rate of pay for each hour spent at the course including Red Cross as set out above.

DATED AT KIRKLAND LAKE, ONTARIO, THIS DAY OF 2005.

SIGNED ON BEHALF OF:

Community Living Kirkland Lake

**Canadian Union of Public Employees
and its Local 3440**

cope/scepb 491.gr

SCHEDULE "A"

SALARY SCHEDULE

Effective April 1, 2005

***Includes 2% Salary Increase for Full Time & Part Time R.P.N.
and
Includes .35 cents and 2% Salary Increase for Part Time***

Full Time Employees

Classifications	Start	6 Month	1 Year	2 Year
Counsellors/ Instructors/ Program Workers	{ I { 105% 18.72	19.44	19.59	19.78
	{ II { 100% 17.46	18.18	18.30	18.63
	{ III { 95% 16.78	17.46	17.61	17.79
	{ IV { 90% 16.02	16.66	16.76	16.97
R.P.N.	17.91	18.65	18.79	18.94
Cook	14.62	15.19	15.28	15.52
Cook/Housekeeper	14.62	15.19	15.28	15.52
Developmental Program Aid	14.62	15.19	15.28	15.52
Night Staff	14.62	15.19	15.28	15.52

Part Time Employees

Classifications	Start 0 - 909 Hours	After 910 Hours	After 10,920 Hours
Part Time	* 13.63	* 13.94	** 13.94
Part Time R.P.N.	* 18.13	* 18.42	** 18.42

*These wage rates DO NOT include 6% in lieu of fringe benefits and 4% vacation entitlement.

**This wage rate DOES NOT include 6% in lieu of fringe benefits and 6% vacation entitlement.

Community Living Kirkland Lake

**Union Salary Schedule
Schedule "A"**

Effective January 1, 2005

*Includes .19 cents per hour increase for Counsellors/Instructors/Program Workers/R.P.N./Part Time R.P.N.
Includes .20 cents per hour increase for Night Staff and Part Time
Rate Increase Due to Pay Equity*

Full Time Employees

Classifications	Start	6 Month	1 Year	2 Year
Counsellors/ Instructors/ Program Workers	{ I 105% 18.91	19.63	19.78	19.97
	{ II 100% 17.65	18.37	18.49	18.82
	{ III 95% 16.97	17.65	17.80	17.98
	{ IV 90% 16.21	16.85	16.95	17.16
R.P.N.	18.10	18.84	18.98	19.13
Cook	14.82	15.39	15.48	15.72
Cook/Housekeeper	14.82	15.39	15.48	15.72
Developmental Program Aid	14.82	15.39	15.48	15.72
Night Staff	14.82	15.39	15.48	15.72

Part Time Employees

Classifications	Start 0 - 909 Hours	After 910 Hours	After 10,920 Hours
Part Time	* 13.83	* 14.14	** 14.14
Part Time R.P.N.	* 18.32	* 18.61	** 18.61

*These wage rates DO NOT include 6% in lieu of fringe benefits and 4% vacation entitlement.

**This wage rate DOES NOT include 6% in lieu of fringe benefits and 6% vacation entitlement.

Community Living Kirkland Lake

**Union Salary Schedule
Schedule "A"**

Effective April 1, 2006

Includes 2% Salary Increase

Full Time Employees

Classifications	Start	6 Month	1 Year	2 Year
Counsellors/ Instructors/ Program Workers	{ I { 105% 19.29	20.02	20.18	20.37
	{ II { 100% 18.00	18.74	18.86	19.20
	{ III { 95% 17.31	18.00	18.16	18.34
	{ IV { 90% 16.53	17.19	17.29	17.50
R.P.N.	18.46	19.22	19.36	19.51
Cook	15.12	15.70	15.79	16.03
Cook/Housekeeper	15.12	15.70	15.79	16.03
Developmental Program Aid	15.12	15.70	15.79	16.03
Night Staff	15.12	15.70	15.79	16.03

Part Time Employees

Classifications	Start 0 - 909 Hours	After 910 Hours	After 10,920 Hours
Part Time	* 14.11	* 14.42	** 14.42
Part Time R.P.N.	* 18.69	* 18.98	** 18.98

*These wage rates **DO NOT** include 6% in lieu of fringe benefits and 4% vacation entitlement.

This wage rate **DOES NOT include 6% in lieu of fringe benefits and 6% vacation entitlement.

SALARY SCHEDULE DEFINITIONS

EFFECTIVE APRIL 1, 1992

Post Secondary Education is defined as follows:

105% Completed TWO or THREE YEAR DIPLOMA in ECE, DSW, Social Work, RN, Child Care Worker AND at least TWO years of experience in a related field.

OR

Completed University Degree in Human Services Field, Psychology, Sociology AND at least TWO years of experience in a related field.

100% Completed CERTIFICATE in HCA, R.P.N., PSW, Community Living Worker AND at least TWO years of experience in a related field.

OR

Completed two or three year diploma in ECE, DSW, Social Work, RN, Child Care Worker AND less than TWO years of experience in a related field.

95% Completed CERTIFICATE in HCA, R.P.N., PSW, Community Living Worker AND less than TWO years of experience in a related field.

OR

NO COMPLETED CERTIFICATE AND MORE THAN TWO years of experience in a related field.

90% NO COMPLETED CERTIFICATE AND LESS THAN TWO years of experience in a related field.

DEFINITIONS

RELATED FIELD: refers to experience with the Developmentally Handicapped.

CERTIFICATE: refers to HCA, R.P.N., PSW, Community Living Worker

DIPLOMA: refers to a two or three year diploma in ECE, DSW, Social Work, RN, Child Care Worker

UNIVERSITY DEGREE: refers to a university degree in Human Services Field, Psychology, Sociology

SCHEDULE "B"

PARTICIPATION AGREEMENT

This Agreement made this day of 2006.

BETWEEN:

Community Living Kirkland Lake
(The "Employer")

and

Multi-Sector Pension Plan by its Trustees
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 3440 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated the 9th day of May , 2002, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated , as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this

Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.

6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits

For further specificity, the information required for each Eligible Employee is as follows:

- i) To be Provided Once Only at Plan Commencement
 - Date of hire;
 - Date of birth;
 - Date of first contribution
 - Seniority list to include hours from date of hire to Employer’s fund entry date (for the purpose of calculating past service credit)
 - Gender

- ii) To Be Provided With Each Remittance
 - Name;
 - Social Insurance Number;
 - Monthly remittance
 - Pensionable earnings
 - Year to date contributions;
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.

- iii) To Be Provided Initially and As Status Changes
 - Full address
 - Termination date where applicable (MM/DD/YY)
 - Marital status

Employer

Multi--Sector Pension Plan, by its
Trustees

ADDENDUM "A"

REGARDING PART-TIME WORKERS

All matters relative only to part-time employees and their wages and working conditions shall be as set out in this addendum.

ADDENDUM "A"
PART-TIME EMPLOYEE AGREEMENT

ARTICLE 1 – RECOGNITION

1.01 a) The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees of the Community Living regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation, save and except supervisors, persons above the rank of supervisors and office staff.

1.02 Wherever the singular is used in this agreement, it shall be considered as if the plural has been used where the contexts of the party or parties hereto so require.

Only the following provisions of the full-time contract shall apply to the part-time workers.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01, 2.02

ARTICLE 3 – NO DISCRIMINATION

3.01, 3.02, 3.03, 3.04, 3.05

ARTICLE 4- CHECK-OFF OF UNION DUES

4.01, 4.02

ARTICLE 5 – NO STRIKE OR LOCKOUT

5.01, 5.02, 5.03, 5.04

ARTICLE 6 – UNION REPRESENTATION

6.01, 6.02, 6.03, 6.04, 6.05, 6.06 (number to be determined)

ARTICLE 7- GRIEVANCE PROCEDURE

7.01 -7.10

ARTICLE 8- ARBITRATION

8.01 - 8.05

ARTICLE 9- DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 - 9.03

ARTICLE 10- SENIORITY

10.01 a) Seniority, as referred to in this Agreement, shall mean the length of continuous service calculated in hours since the employee's most recent hiring date with the Employer.

10.02 a) Newly hired Part-time employees will be on a probationary basis for a period of 910 hours of work and will receive a review upon completion of 455 hours of work from the date of hire, and a formal evaluation prior to the completion of the probation period. During the probationary period, the employee shall be entitled to all the rights of this addendum to this agreement except with respect to discharge. The Employer shall have the right to discharge or discipline probationary employees without just cause and the dismissal of probationary employees shall not be made the subject of a grievance. After the completion of the probationary period, seniority shall be effective from the employee's most recent hiring date with the Employer and shall be calculated in hours. The probationary period shall be extended by mutual agreement between the Employer and the Union.

10.03 a) **Seniority List**

A Seniority List showing the names of Part-time employees who have completed the probationary period shall be established for Part-time employees covered by this agreement and shall indicate the hours of regular work. Such Seniority Lists shall be updated annually in January and posted upon the bulletin board designated for such purpose. A copy shall be supplied to the Local Union President at the time of the initial posting and subsequent revisions. Employees shall have thirty (30) days

from the date of posting in which to question their own individual seniority dates. Failure to do so within the time mentioned, the seniority list as posted shall be deemed to be correct.

10.04 Same as full-time.

10.05 Same as full-time.

10.06 Same as full-time

ARTICLE 12 – LAY-OFF AND RECALL

12.01 Lay-offs will be carried out in reverse order of seniority providing the remaining senior employees have the qualifications as set out in 11.03 (b) required to perform the available work without retraining.

12.02 The Employer will give notice of lay-off in accordance with the *Employment Standards Act*, currently in force.

12.03 In the event it is necessary for the Employer to permanently shut down or end an operation or any facility or program, the employees involved and the Union will receive ninety (90) days notice where such ninety (90) days notice or such shorter notice is received by the Employer.

12.04 Employees will be recalled in accordance with the order of their seniority and Article 11.03 (b).

ARTICLE 13 – LEAVE OF ABSENCE

13.04 a) Maternity Leave

- a) An employee who is pregnant shall be entitled, upon her application therefore, to a leave of absence without pay in accordance with the *Employment Standards Act* currently in force.
- b) The employee shall give the Employer one (1) month' s notice, whenever possible, of the day upon which she intends to commence her unpaid leave of absence and furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which the delivery will occur in his opinion.
- c) When the employee reports for work upon the expiration of the

period referred to under Article 13 of the Agreement, the Employer agrees to reinstate the employee on the part-time roster.

- d) Employees who are on leave of absence for maternity leave shall retain but not accumulate seniority during the full period of leave.

ARTICLE 14- HOURS OF WORK AND OVERTIME

14.01 Same as full-time

14.03 a) **Minimum Call-Out**

Part-time employees called in to work shall be paid a minimum of three (3) hours straight time rate.

14.04 Same as full-time.

ARTICLE 15 – VACATION

15.01 a) **Vacations:**

Vacation pay shall be paid in accordance with the *Employment Standards Act*.

One year for part-time equals 1820 working hours.

One (1) year — 4% vacation pay

Six (6) years - 6% vacation pay

ARTICLE 16- STATUTORY HOLIDAYS

16.01 a) Any employee that is required to work on any of the Statutory Holidays set out in paragraph 16.01, (exception one floater day), shall be paid at the rate of 1.5 times the regular rate of pay.

Vacation pay and statutory holidays shall be paid in accordance with the *Employment Standards Act*. Any employee that is required to work on a statutory holiday shall be paid at the rate of time and one-half the regular rate of pay.

ARTICLE 18 - BENEFITS

18.02 Same as full-time.

ARTICLE 19- PAYMENT OF WAGES AND ALLOWANCES

19.01 Same as full-time.

19.02 Same as full-time.

19.03 Rate of Pay

The rate of pay for Part-time employees shall be as set out in Schedule "A"

Payment in Lieu

Part-time employees shall receive six (6%) percent of their regular non-overtime pay in lieu of fringe benefits as of date of ratification except that any such employee who is regularly scheduled to work more than 24 hours per week for a period of three months or more shall receive the start wage rate, conditions of employment and perquisites specified in this agreement on a pro rata basis according to their hours of work.

ARTICLE 20 – TERM OF AGREEMENT

20.01 This Agreement shall be in effect from April 1, 2005 to March 31, 2007 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

COMMUNITY LIVING KIRKLAND LAKE
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3440**
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

The parties hereto recognize that more senior part-time employees should be given first opportunity for work in excess of forty-eight hours (48) per pay period when it becomes available, and, possible, to call in, by seniority, on a program basis, part-time employees for work that is available in excess for forty-eight hours (48) per pay period.

The regularly assigned hours of work for all part-time employees shall be up to seventy hours (70) maximum bi-weekly provided that if a part-time employee is regularly scheduled to work more than forty-eight hours (48) per pay period for a period of four months (4) or more, he/she shall receive the start wage rate, conditions of employment and perquisites specified in this Agreement on a pro rata basis according to their hours of work:

1 year seniority	1820 hours
6 month probation	910 hours
3 month	455 hours

The Employer agrees to implement a shift exchange procedure on a program-by-program basis with the following stipulations:

- a) May be between part-time and full-time staff but only if equal hours and by mutual agreement and at supervisor's absolute discretion.
- b) Where possible, shift exchange between part-time employees must be of equal hours, but if equal hours are not possible, the part-time may switch with another part-time for uneven hours by mutual agreement and at supervisor's absolute discretion.
- c) Must be during same pay period

LETTER OF UNDERSTANDING

BETWEEN:

COMMUNITY LIVING KIRKLAND LAKE
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3440**
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

(Commencing on the execution of this Collective Agreement and on a trial basis for one year only)

As an Addendum to Letter of Understanding of April 1, 1991

The Employer shall endeavour, always having regard to the needs of clients, to distribute equally part-time work up to forty-eight (48) hours per pay period when it becomes available on a program-by-program basis.

If an employee is unable to achieve equalized hours in her program, he/she shall be offered other shifts in one other program as well as on the on-call list. The parties agreed that an employee who cannot be reached or is unavailable or refuses to work for a shift called or scheduled shall be deemed to have been offered that shift for purposes of equalization for that period. For shift above forty-eight (48) hours per pay period the provisions of the letter of intent dated April 1, 1991 shall prevail.

DATED AT KIRKLAND LAKE, ONTARIO, THIS DAY OF 2006.

SIGNED ON BEHALF OF:

Community Living Kirkland Lake

**Canadian Union of Public Employees
and its Local 3440**

SCHEDULE "A"

SALARY SCHEDULE

Community Living Kirkland Lake

Part Time Wage Information

EFFECTIVE APRIL 1, 2005

Includes .35 cents and 2% Salary Increase for Part Time

Regular Part Time	Base Rate	4% Vacation Pay	6% Vacation Pay	6% in Lieu Of Benefits	Total Including Vacation & Benefits
0-909 hrs	13.63	0.55	0.00	0.82	15.00
910 hrs +	13.94	0.56	0.00	0.84	15.34
10920 hrs +	13.94	0.00	0.84	0.84	15.62

R.P.N. Part Time	Base Rate	4% Vacation Pay	6% Vacation Pay	6% in Lieu Of Benefits	Total Including Vacation & Benefits
0-909 hrs	18.13	0.73	0.00	1.09	19.95
910 hrs +	18.42	0.74	0.00	1.11	20.27
10920 hrs +	18.42	0.00	1.11	1.11	20.64

EFFECTIVE JANUARY 1, 2005

Regular Part Time	Base Rate	4% Vacation Pay	6% Vacation Pay	6% in Lieu Of Benefits	Total Including Vacation & Benefits
0-909 hrs	13.83	0.55	0.00	0.83	15.21
910 hrs +	14.14	0.57	0.00	0.85	15.56
10920 hrs +	14.14	0.00	0.85	0.85	15.84

R.P.N. Part Time	Base Rate	4% Vacation Pay	6% Vacation Pay	6% in Lieu Of Benefits	Total Including Vacation & Benefits
0-909 hrs	18.32	0.73	0.00	1.10	20.15
910 hrs +	18.61	0.74	0.00	1.12	20.47
10920 hrs +	18.61	0.00	1.12	1.12	20.85

EFFECTIVE APRIL 1, 2006

Regular Part Time	Base Rate	4% Vacation Pay	6% Vacation Pay	6% in Lieu Of Benefits	Total Including Vacation & Benefits
0-909 hrs	14.11	0.56	0.00	0.85	15.52
910 hrs +	14.42	0.58	0.00	0.87	15.87
10920 hrs +	14.42	0.00	0.87	0.87	16.16

R.P.N. Part Time	Base Rate	4% Vacation Pay	6% Vacation Pay	6% in Lieu Of Benefits	Total Including Vacation & Benefits
0-909 hrs	18.69	0.75	0.00	1.12	20.56
910 hrs +	18.98	0.76	0.00	1.14	20.88
10920 hrs +	18.98	0.00	1.14	1.14	21.26

APPENDIX "A"

DATE

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Instructor

PROGRAM:

Vocational Alternatives Program
Supported Employment Program - Job Coach
Students in Transition Employment Program

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education: Diploma in D.S.W., RN, S.S.W.; E.C.E., Child Care Worker, Certificate in H.C.A., P.S.W., R.P.N., C.L.W.; University Degree in Human Services

EXPERIENCE

- Minimum two years experience working in a residential/vocational setting with an emphasis on life skills development
- Minimum two years in developing and implementing Essential Lifestyle Plans/Career Plans
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must have valid driver' s license
- Must have excellent oral and communication skills
- Must have ability to work effectively with minimal supervision
- Proven ability to advocate for and deal directly and positively with a variety of clients and families and community
- Ability to perform and teach all aspects of household management and personal care; ie.: cooking, cleaning, budget, hygiene, shopping
- Bilingualism an asset
- Must be motivated and have the ability to make mature and sound judgements
- Must have the ability to work as an effective team member

DATE

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Counsellor PROGRAM: Supported Independent Living

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education: Diploma in D.S.W., RN, S.S.W.; E.C.E., Child Care Worker, Certificate in H.C.A., P.S.W., R.P.N., C.L.W.; University Degree in Human Services

EXPERIENCE

- Minimum two years experience working in a residential/vocational setting with an emphasis on life skills development
- Minimum two years in developing and implementing Essential Lifestyle Plans/Career Plans
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must have valid driver's license and use of own vehicle
- Must have excellent oral and communication skills
- Must have ability to work effectively with minimal supervision
- Proven ability to advocate for and deal directly and positively with a variety of clients and families and community
- Ability to perform and teach all aspects of household management and personal care; ie.: cooking, cleaning, budget, hygiene, shopping
- Bilingualism an asset
- Must be motivated and have the ability to make mature and sound judgements
- Must have the ability to work as an effective team member

DATE

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Counsellor PROGRAM: First Street Residence

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education: Diploma in D.S.W., RN, S.S.W., E.C.E., Child Care Worker, Certificate in H.C.A., P.S.W. R.P.N., C.L.W.; University Degree in Human Services

EXPERIENCE

- Minimum two years experience working in a residential/vocational setting with an emphasis on life skills development
- Minimum two years in developing and implementing Essential Lifestyle Plans/Career Plans
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must have valid driver's license
- Must have excellent oral and communication skills
- Must be able to perform basic lifting and transferring techniques
- Must have ability to work effectively with minimal supervision
- Proven ability to advocate for and deal directly and positively with a variety of clients and families and community
- Ability to perform and teach all aspects of household management and personal care; ie.: cooking, cleaning, budget, hygiene, shopping
- Bilingualism an asset
- Must be motivated and have the ability to make mature and sound judgements
- Must have the ability to work as an effective team member

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Counsellor

PROGRAM:

	Apartment Complex
	Support Apartment 1

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education: Diploma in D.S.W., R.N, S.S.W., E.C.E., Child Care Worker, Certificate in H.C.A., P.S.W., R.P.N., C.L.W.; University Degree in Human Services

EXPERIENCE

- Minimum two years experience working in a residential/vocational setting with an emphasis on life skills development
- Minimum two years in developing and implementing Essential Lifestyle Plans/Day Service Plan
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must have "Class F" or obtain one within seven (7) days if you are the successful candidate
- Must have excellent oral and written communication skills
- Must be able to perform basic lifting and transferring techniques
- Must have ability to work effectively with minimal supervision
- Proven ability to advocate for and deal directly and positively with a variety of clients and families and community
- Ability to perform and teach all aspects of household management and personal care; ie.: cooking, cleaning, budget, hygiene, shopping
- Bilingualism an asset
- Must be motivated and have the ability to make mature and sound judgements
- Must have the ability to work as an effective team member

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Counsellor

PROGRAM:

Third Street Residence
Wilson Avenue Residence
Furlong Street Residence
Support Apartment 2

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education: Diploma in D.S.W., RN, S.S.W.; E.C.E., Child Care Worker, Certificate in H.C.A., P.S.W., R.P.N., C.L.W.; University Degree in Human Services

EXPERIENCE

- Minimum one-year working in a residential/vocational setting performing all aspects of daily living
- Minimum one-year experience in developing and implementing Essential Lifestyle Plans/Day Service Plan
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must have excellent oral and written communication skills
- Must be able to perform basic lifting and transferring techniques
- Must be motivated and have the ability to make mature and sound judgements
- Must be able to effectively deal with families and other community agencies
- Must possess positive leadership qualities that promote and enhance teamwork

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Cook/Housekeeper

PROGRAM:

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education: minimum grade 12

EXPERIENCE

- Minimum one-year experience working with developmentally handicapped performing all aspects of personal client care
- Minimum two years experience cooking nutritionally balanced meals and special diets

SKILLS:

- Must have ability to perform all aspects of general housekeeping
- Must possess valid First Aid Certificate
- Must possess Medication Administration Course
- Must have valid driver's license
- Ability to plan and organize menus according to Canada's Food Guide
- Must be able to perform basic lifting and transferring techniques
- Ability to follow oral and written instructions
- Ability to work as an effective team member

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Day/Evening R.P.N. PROGRAM: _____

SALARY: as per collective agreement

HOURS: 76 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education:

- Graduate of an R.P.N. program from a community college.
- Successful completion of an approved R.P.N. med. course.

EXPERIENCE

- Current registration with the College of Nurses
- One-year experience with medication administration and responsibilities
- One-year experience working with the developmentally handicapped

SKILLS:

- Must possess valid First Aid
- Must be motivated and have the ability to make mature and sound judgements
- Must have valid driver's license and use of own vehicle
- Must have the ability to perform basic lifting and transferring techniques
- Bilingualism an asset
- Must have excellent oral and written communication skills
- Willingness to complete client care and housekeeping, cooking, laundry and sewing duties
- Must have the ability to work as an effective team member

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Night Staff

PROGRAM:

SALARY: as per collective agreement

HOURS: 70 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education: minimum grade 12

EXPERIENCE

- Minimum one-year experience working with developmentally handicapped performing all aspects of personal client care
- Minimum one-year experience in performing all aspects of household duties and food preparation
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must be able to perform basic lifting and transferring techniques
- Must have the ability to remain alert throughout entire Night Shift
- Ability to follow verbal and written instructions
- Class F required for Apartment Complex or obtain one within seven (7) days if you are the successful candidate
- Driver's license and own vehicle may be required for some programs
- Must have the ability to work as an effective team member

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Night R.P.N. PROGRAM: _____

SALARY: as per collective agreement

HOURS: 70 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE

QUALIFICATIONS:

Education:

- Graduate of an R.P.N. program from a community college.
- Successful completion of an approved R.P.N. med. course.

EXPERIENCE

- Current registration with the College of Nurses
- One-year experience with medication administration and responsibilities
- One-year experience working with the developmentally handicapped

SKILLS:

- Must possess valid First Aid
- Must have valid driver's license and use of own vehicle
- Bilingualism an asset
- Must have excellent oral and written communication skills
- Willingness to complete client care and housekeeping, cooking, laundry and sewing duties
- Must have the ability to perform basic lifting and transferring techniques
- Must have the ability to remain alert throughout entire night shift
- Must be motivated and have the ability to make mature and sound judgements
- Must have the ability to work as an effective team member

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Developmental Worker PROGRAM: Community Living Skills

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services.

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE.

QUALIFICATIONS:

Education: Diploma in D.S.W., RN, S.S.W.; E.C.E., Child Care Worker, Certificate in H.C.A., P.S.W., R.P.N., C.L.W.; University Degree in Human Services

EXPERIENCE:

- Minimum one-year working in a residential/vocational setting performing all aspects of daily living
- Minimum one-year experience in developing and implementing Essential Lifestyle Plans/Day Service Plans
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must have excellent oral and written communication skills
- Must be able to perform basic lifting and transferring techniques
- Must be motivated and have the ability to make mature and sound judgements
- Must be able to effectively deal with families and other community agencies
- Must possess positive leadership qualities that promote and enhance teamwork
- Must have Class F - or obtain one within seven (7) days if you are the successful candidate

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Developmental Aide PROGRAM: Developmental Centre

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE.

QUALIFICATIONS:

Education: Minimum grade 12

EXPERIENCE:

- Minimum one-year experience working with developmentally handicapped performing all aspects of personal client care
- Minimum one-year experience in performing all aspects of household duties and food preparation
- Demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must possess completed Medication Administration Course
- Must be able to perform basic lifting and transferring techniques
- Ability to follow verbal and written instructions
- Driver's license and own vehicle may be required for some programs
- Must have the ability to work as an effective team member

DATE:

MEMO TO BE POSTED AT ALL PROGRAM SITES REGARDING VACANT POSITION

POSITION: Developmental Worker PROGRAM:

Developmental Centre
Third Street Residence
Wilson Avenue Residence
Furlong Street Residence
Support Apartment 2

SALARY: as per collective agreement

HOURS: 80 hours bi-weekly

We are pleased to advise you that applications and resumes will be received for the above position(s).

If you are interested in applying, please forward application to Director of Supports & Services

CLOSING DATE:

INTERVIEWS TO BE HELD:

ONLY THOSE WHO WILL BE INTERVIEWED WILL BE CONTACTED BY PHONE.

QUALIFICATIONS:

Education: Diploma in D.S.W, RN, S.S.W., E.C.E., Child Care Worker; certificate in H.C.A., P.S.W., R.P.N., C.L.W., or University Degree in Human Services.

EXPERIENCE:

- minimum one year working in a residential/vocational setting performing all aspects of daily living
- minimum one year experience in developing and implementing Essential Lifestyle Plans/Day Service Plans
- demonstrated ability in dealing effectively with challenging behaviours and situations

SKILLS:

- Must possess valid First Aid Certificate
- Must have completed Medication Administration Course
- Must have excellent oral and written communication skills
- Must be able to perform basic lifting and transferring techniques
- Must be motivated and have the ability to make mature and sound judgements
- Must be able to effectively deal with families and other community agencies
- Must possess positive leadership qualities that promote and enhance teamwork
- Must have Class F or obtain one within seven (7) days if you are the successful candidate