

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING ST. CATHARINES

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276

April 1st, 2020 to March 31st, 2024

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COLLECTIVE AGREEMENT

THIS AGREEMENT, made and entered into:

BETWEEN:

COMMUNITY LIVING ST. CATHARINES
hereinafter called the "employer"

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276
hereinafter called the "union"

OF THE SECOND PART

ARTICLE 1- PURPOSE

- 1.01 The purpose of this agreement is to establish in this agreement, an orderly collective bargaining relationship between the employer and the employees concerned and to provide a mechanism for the prompt and equitable disposition of grievances and to establish mutually satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The employer recognizes the Canadian Union of Public Employees and its Local 2276 as the sole and exclusive collective bargaining agent for all of its employees, save and except supervisors, persons above the rank of supervisor, financial officers of Community Living St. Catharines and confidential secretaries to management. Ontario Labour Relations Board Certificate File #0055-79-R.
- 2.02 The employer undertakes that they will not enter into any other agreement or contract with those employees for whom the union has bargaining rights either individually or collectively which will conflict with any of the provisions of this agreement.
- 2.03 (a) The Employer hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- (b) Nothing in this agreement shall preclude the use of volunteers in the performance of any work. A volunteer or student hired under government grants will not be used to replace a bargaining unit employee or reduce their regular hours of work.
- (c) Employees who are not in the bargaining unit, management personnel, students or enrichment staff (i.e. grant people, volunteers, Workplace Safety and Insurance Board or other job training positions) shall not perform work normally

performed by employees in the bargaining unit if, as a result, any employee is laid off or loses any regular hours of work.

- (d) Third parties may occasionally provide assistance to the Employer on a paid or unpaid basis to enrich programs or provide other services provided the third parties are not used to replace bargaining unit employees or used where it would be appropriate to hire bargaining unit employees.
- 2.04 This agreement shall not be applicable to any employee hired by the employer under any special government grant provided such employment is of twelve (12) months duration or less.
- 2.05 (a) All grant positions will be discussed with union prior to implementation to determine salary rates, job classifications, seniority and terms of employment.
- (b) Should the grant position become a permanent position within the terms of the collective agreement, Article 15 - Job Postings will apply.
- 2.06 This collective agreement is fully applicable to all employees unless otherwise specified.

ARTICLE 3 - UNION SECURITY

- 3.01 The employer shall deduct from each pay from all employees within the bargaining unit, including probationary employees, as a condition of their employment, an amount equal to the Local 2276 dues or assessments, levied by the union on its members.

Union dues shall be deducted to a maximum of forty (40) hours per week. The union shall notify the employer in writing one (1) month prior to any changes in the amount of said dues or assessments becoming effective.

- 3.02 Dues deducted shall be remitted to the National CUPE Office of the Local Union on or before the 25th day if possible, but not later than the last day of the month in which they were deducted. The union agrees to keep the employer harmless and indemnified from any claims against it by an employee which arises out of any deduction under this article.

- 3.03 (a) The employer agrees to acquaint each new employee with the fact that a union agreement is in effect, and with the conditions of employment set out in the Articles dealing with the union security and dues check-off.

The Employer will advise the Union of new hires. On commencing employment new employees will be introduced to their union steward or representative.

- (b) It is mutually agreed that a representative of the union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month following completion of their probationary period, for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the union, and to provide them with a copy of the collective agreement.

- (c) The employer shall provide notice to the union of all employees upon completion of their probation.
- 3.04 At the same time that income tax (T-4) slips are made available, the employer shall type on such T-4 slips the amount of the union dues paid by each union member in the previous year.
- 3.05 The full name and address of each employee in the bargaining unit from whom union dues are withheld shall be given to the union on the first check-off list that their name(s) appears on. The list will include all employees that are on leaves of absence, receiving Workplace Safety and Insurance Board benefits and/or absent for whatever reason from work.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 Both parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced, with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, creed, race, colour, national origin, religion, political affiliation or activity, sex, marital status, sexual preference, place of residence, nor by reason of his/her membership or activity in the union including filing a grievance. However, nothing in this article shall contravene the Human Rights Code of the Province of Ontario.
- 4.02 There will be no union activity on the employer's property during working hours other than as provided in this agreement or as authorized in writing by the employer.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The union acknowledges that all management rights and prerogatives are vested exclusively with the employer and without limiting the generality of the foregoing it is the exclusive function of the employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of persons who have an intellectual handicap in the employer's care;
 - (b) to maintain order, discipline, efficiency and in connection therewith, to establish and enforce reasonable rules and regulations, provided that before enforcing any new or changed rules, there shall be prior notice to and discussion with the union;
 - (c) to hire; and provided that a grievance may be filed that the action is in breach of the agreement, to transfer, lay-off, recall, promote, demote, classify, assign duties; and discharge, suspend or otherwise discipline employees for just cause provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) to have the right to plan, direct and control the work of the employees and the operations of the employer. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision

necessary, work schedules and the increase or the reduction of personnel in any particular area on the whole.

- 5.02 None of the foregoing rights shall be exercised in a manner that is in conflict with this agreement.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

- 6.01 The employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the union at meetings with the employer without the proper authorization of the union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the spokesperson.

Upon notification from the union representative(s), the employer will advise the designated union representative(s) of the intended agenda for any meeting with a bargaining unit member. Management will give as much advance notice as possible.

In order that this may be carried out, the union will supply the employer with the names of its officers. Likewise, the employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business with respect to the grievance procedure.

- 6.02 A union bargaining committee shall be elected or appointed and consist of not more than five (5) members of the union. The union will advise the employer of the union members on the committee. The union chairperson shall form part of this committee.
- 6.03 The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the employer. Such representative(s)/advisor(s) shall have access to the employer's premises during normal working hours and subject to the employer's approval in order to investigate and assist in the settlement of a grievance.
- 6.04 (a) In any re-negotiation of this contract, any representative of the union or the bargaining committee, who is in the employ of the employer, shall have the right to attend meetings held within working hours without loss of remuneration up to but not including conciliation.
- (b) It is understood that members of the bargaining committee shall be permitted to attend all negotiation meetings without applying for a leave of absence. Immediately upon being so advised, each member of the bargaining committee will be responsible for informing his/her supervisor of any scheduled negotiation meeting where their scheduled shift is affected.
- 6.05 An employee/employer relationship committee shall be established consisting of three (3) representatives of the union and three (3) representatives of the employer. The committee shall enjoy the full support of both parties in the interests of improved service to the people we support and job security for the employees.

The committee shall concern itself with the following general matters:

- (a) considering constructive criticism of all activities so that better relations shall exist between the employer and the employees.
- (b) improving support services and programs.
- (c) promoting health and safety practices.
- (d) reviewing suggestions from employees to improve working conditions and service but not grievances concerned with service.

The committee shall meet at least twice (2) yearly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee. Time spent on this committee will be considered as time worked.

The committee shall not have jurisdiction over wages or any matter of collective bargaining including administration of the collective agreement. The committee shall not supersede the activities of any other committee of the union or of the employer to any decision or conclusions reached in their discussions. The committee shall make recommendations to the union and the employer with respect to its discussions and conclusions. It is understood that the mandate of the committee shall not include resolving outstanding grievances.

The director/designate and the unit chairperson shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting, before they are circulated.

- 6.06 All members of the committees shall be regular employees of the employer who have completed their probationary period.

ARTICLE 7 - COMPLAINTS AND GRIEVANCES

- 7.01 (a) In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union grievance committee and the union stewards. The steward shall assist any employee which the steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.
- (b) The grievance committee shall be comprised of the chairperson, chief steward, plus the steward directly involved with the grievance. At each step of the grievance procedure the grievor shall have the right to be present. The employer will recognize and deal with the said committee as provided in the grievance procedure.

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- 7.02 The union shall notify the employer in writing of the name of each steward and the name of the chief steward, before the employer shall be required to recognize him/her.
- 7.03 The employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The union recognizes that each steward will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably denied. The grievance committee shall not suffer any loss of pay or benefits for the total formal time involved in grievance up to but not including the arbitration procedure.
- 7.04 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where either party has acted unjustly or improperly.

All correspondence between the parties, arising out of the agreement or incidental thereto, shall pass to and from the Community Living St. Catharines and the Canadian Union of Public Employees Local 2276. A copy of any correspondence between the employer, or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the chief steward and the unit chairperson.

- 7.05 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

Any employee who believes they have a justifiable complaint or grievance shall first discuss the complaint or grievance with their supervisor in the presence of their steward. If a satisfactory resolution to the discussion is not reached within two (2) days and grievance is to be processed, then the following steps shall be taken.

STEP 2

If a resolution is not achieved in Step 1, an employee together with his/her steward shall refer it to their program director/or designate in writing within (5) five working days of the employers answer at Step 1. The program director/or designate shall reply to the employee in writing giving the answer to the grievance within (5) five working days from the submission. A copy shall be sent to the chief steward.

STEP 3

If further action is then to be taken, within five (5) working days after the decision is given in Step 2, the employee with the assistance of their steward, shall submit the grievance in writing to the Chief Executive Officer (CEO). Within five (5) working days, a meeting will be held between the Chief Executive Officer (CEO), the director and the employee. It is understood that at such meeting the Chief Executive Officer (CEO) may have such counsel and assistance as they may desire and the employee may have the steward and that the national representative of the union may also be present. The decision of

the Chief Executive Officer (CEO) shall be given in writing within five (5) working days following the meeting.

7.06 Grievance Mediation

Prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the mediation meeting. In the event the grievance is not resolved in mediation the time limits will commence the day following said meeting.

The parties will jointly share the costs of the Grievance Mediation Officer's services.

7.07 The arbitration procedure shall be in accordance with the Labour Relations Act of the Province of Ontario and will be applied for within thirty (30) working days.

7.08 Where a dispute involving a question of general application or interpretation occurs, or where the union or the employer has a grievance, Step 1 and 2 of this article may be bypassed.

7.09 Every employee shall be notified of the name of their immediate supervisor.

ARTICLE 8 - DISCIPLINE AND DISCHARGE GRIEVANCE

8.01 In the event of an employee who has attained seniority being disciplined or discharged from employment, and the employee claims that they have been discharged without just cause, the case may be taken up as a grievance.

8.02 If a written statement of such grievance is lodged with the Director within four (4) days after the employee is notified of their discipline or discharge or within four (4) days after the employee ceases to work for the employer, whichever is the earlier, all steps of the grievance procedure prior to Step 2 may be omitted in such case. In such a grievance the Director shall render their decision within seven (7) days of the lodging of the grievance.

8.03 Such special grievances may be settled by confirming the employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the board of arbitration, as the case may be.

8.04 Any letters of reprimand, suspension or any written or verbal warnings, or other correspondence that the employee believes is detrimental to them shall be removed from the employees file after the expiration of eighteen (18) months from the date it was issued, provided that there have been no other reprimands given regarding the same in the eighteen (18) month period. For employees on unpaid leave of absence the time is suspended until their return and not considered to be part of the eighteen (18) months. Once any reprimand has been removed from an employees file it can no longer be used against this employee in any way.

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- 8.05 The employer will supply the union and the employees simultaneously with a copy of any disciplinary or warning letter within five (5) working days of the employer first having knowledge of the act in question.
- 8.06 An employee shall have the right upon providing the employer with 24 hours notice to have access to and review his/her personnel file during the regular office working hours and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. No correspondence, papers, notes, etc., shall be placed in an employees file if the employee has not been made aware that such will be placed in their personnel file.
- 8.07 Letters of expectation and notes to file are non-disciplinary. These documents shall be deleted from the employees file after eighteen (18) months provided there has been no recurrence of the issue that led to the coaching or counselling session.

ARTICLE 9 - EMPLOYER'S GRIEVANCE

- 9.01 The employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this agreement (by the union or any employees covered by this agreement), in writing at Step 2 of the grievance procedure, by forwarding a written statement of said grievance to the national representative of the local union, providing it is presented within ten (10) days after the circumstances giving rise to the grievance have occurred; the national representative of the local union shall give their decision in writing five (5) days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the employer in accordance with Article 7.07 of the grievance procedure.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

- 10.01 In view of the orderly procedures established by the agreement for the settling of disputes and the handling of grievances, the union agrees that during the lifetime of this agreement, there will be no strike, picketing, slow-down, either complete or partial, and the employer agrees that there will be no lockout.
- 10.02 The words "strike" and "lockout" as used herein are agreed to have the meaning defined for these words in the present Ontario Labour Relations Act.
- 10.03 No employee who is a member of C.U.P.E. LOCAL 2276 will be disciplined for refusal to cross a legal picket line where to do so would present a real danger of physical harm to the employee or an individual being served by this agency.

ARTICLE 11- SENIORITY

- 11.01 (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification or recognition of the union.
- (b) Seniority shall operate on a bargaining unit-wide basis. In the event that two or more employees have the same seniority date, the total number of actual hours worked will determine seniority.

11.02 (a) A newly hired employee shall be on probation for the first five hundred (500) actual hours worked and shall not grieve regarding discharge during or as a result of this probationary employment provided there is just cause. Just cause is defined as cases of misconduct as well as suitability, compatibility and technical skills of the probationary employee. After completion of the probationary period, seniority shall be effective from the original date of employment.

(b) Newly hired employees must complete the first fourteen (14) calendar days worked in their base site. Upon completion of orientation and mandatory training (Safety Care and First Aid/CPR) the newly hired employee may inquire to orientate at up to two (2) additional sites with Program Director's (or designate) approval until completion of five hundred (500) probationary hours. Seniority for probation will only be calculated for a maximum of forty (40) hours per week.

If a probationary employee is the only applicant to a job posting, they will be allowed to accept the position if it means a promotion for the employee and even if it requires the change of supervisors.

(c) Management will advise in writing to the chairperson of the union when it is necessary to extend a probationary period for any new employee hired by the Agency. Such extension will not be made without just cause. Notification of such extension will be made to the union at least two (2) weeks before the completion of the probationary period.

(d) First Aid/CPR, Certification Reimbursement

The employer and the union agree that probationary employees shall initially bear the cost of their First Aid and Cardio Pulmonary Resuscitation (CPR) training. This training must be current within three (3) months of hire. The cost of such training will be reimbursed to the employee(s) upon completion of their probationary period as per the collective agreement.

11.03 General categories of employees:

(a) Full-time employee

SUPPORTED LIVING COORDINATOR
Scheduled 35-40 hours per week

SCII - SUPPORT COORDINATOR II
Scheduled 40 hours per week

SCI – SUPPORT COORDINATOR I
40 Hour O/N Awake - scheduled 40 hours O/N awake per week

30 Hour O/N Awake - scheduled 30 hours O/N awake per week, but can be scheduled up to 40 hours per week at schedule development based on availability if they request by signing the back of the schedule.

Full Time - scheduled 30 to 40 hours per week depending on site requirements

Full Time O/N Asleep - scheduled 30-40 paid hours per week depending on site requirements.

(b) Part Time Employees

- Regularly scheduled to work up to 29 hours per week with a minimum 30 hours per 4 week schedule
- Not eligible for Employee Group Benefits Plan or paid sick leave
- Vacation entitlement will be as per Article 32.04
- Seniority will be as per the employees start date
- Statutory Holidays will be as per *Employment Standards Act*

(c) Part-time Overnight Asleep

- Regularly scheduled to work up to twenty-nine (29) hours per week with a minimum 30 hours per 4 week schedule
- Not eligible for Employee Group Benefits Plan or paid sick leave
- Vacation entitlement will be as per Article 32.04
- Seniority will be as per the employee's start date
- Statutory Holidays as per *Employment Standards Act*

(d) Relief Part Time Employees

- Regularly scheduled to work up to twenty-four (24) hours per week but if a part time employee is available and willing to work hours that would not exceed twenty-nine (29) hours per week the part time employee is entitled to the hours of work before they are offered to the Relief part time employee.
- Scheduled to work as needed to ensure adequate levels of support in each site
- Not eligible for Employee Group Benefits Plan or paid sick leave
- Vacation entitlement is as per *Employment Standards Act*
- Statutory holidays is as per *Employment Standards Act*
- If a Relief part time employee applies for a part time position and is qualified to perform the duties of the position they will be awarded the position before a new hire is placed in the job

(e) Part time and part time relief employees in Community Participation Support will be scheduled zero (0) hours during shutdown periods and the following statutory holidays; Easter Monday, Civic, Christmas Eve, and New Year's Eve. Affected employees may request to use vacation time to cover these days provided they have vacation time available. Employees wishing to utilize vacation to cover these days are expected to manage their vacation use through the year to ensure they have vacation time available. Employees using vacation for this purpose do so on the understanding that leaves of absence will not be granted to augment vacation time except in extenuating circumstances.

(f) Part-time Supported Living Coordinator
Scheduled 12-29 hours per week

11.04 The employer shall prepare one seniority list for regular scheduled employees based on date of hire, and one seniority list for part time relief employees based on actual hours of work.

Inactive employees will be included on the listing, however, in a separate category showing their start date.

The seniority list will show the actual start date and an adjusted start date deducting the length of the leave of absence after the first six months. The adjusted start date will be used in determining all seniority preferences.

The lists shall be updated May 1st and November 1st of each calendar year and shall be delivered to the union and posted in each job site.

11.05 An employee shall only lose his/her seniority in the event:

- (a) voluntary resignation if not withdrawn five (5) working days from the date of submitting such resignation.
- (b) discharge for just cause, and the discharge is not reversed through the grievance procedure.
- (c) he/she is laid off in excess of twenty-four (24) months.
- (d) absence for three (3) consecutive working days without notifying the employer, (unless a reason satisfactory to the employer is given) in which case such employee shall be deemed to have quit the employ of the employer without notice.
- (e) the employee has been laid off and fails to return to work within ten (10) calendar days after notification to do so has been sent to him/her by registered mail or personal delivery, to the last address on record with the employer, or by direct personal contact with the employee. It is the obligation of the employee to maintain on record with the employer an address at which registered mail can be received by him/her or on his/her behalf at all times.
- (f) fails to return to work upon expiration of an approved leave of absence or utilizes leave of absence for any purpose other than that for which it was granted.
- (g) is a relief part time employee and has not worked for a period of one hundred and twenty (120) calendar days as computed from the last shift worked by the employee.

It is understood that should there be a loss of seniority as defined under article 11.05 (a) to (g) that termination of employment will occur.

11.06 The union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

- 11.07 Actual hours worked as used in this agreement shall include paid time spent in staff training, paid statutory holidays or days in lieu thereof, paid vacation time and paid sick leave.
- 11.08 The employer shall post any training courses and experiential programs for which employees may be selected. The bulletin board shall contain the following information;
- Type of course (subjects and material to be covered)
 - Time, duration and location of Course
 - Minimum qualifications required for applicants

This bulletin shall be posted for a period of two weeks on bulletin boards in all departments/homes/facilities to afford all interested employees an opportunity to apply for such training.

The employer agrees to ensure that all employees are given training opportunities and that these opportunities are distributed equally in each site.

Should the employer require the employee to take such courses, the time spent in such training shall be considered to be time worked.

ARTICLE 12 - LAY-OFFS AND RECALLS

- 12.01 (a) Both parties recognize that job security shall increase in proportion to length of seniority. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.
- (b) The employer shall meet with the union executive prior to a lay-off to review the seniority list and to discuss the order of lay-off. In addition, the parties will look to identify and implement all reasonable alternatives to the proposed lay-off

Note: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the union provided in (a) above shall be considered notice to the union of any subsequent lay-off.

- 12.02 The employer shall advise any employee to be laid off in writing including the effective date of said layoff. Such communication shall also indicate a list of job classifications, seniority list and worksite locations. Within two (2) business days of receipt of the written notice of layoff, the employee will advise the Employer designated official (who shall be identified in the notice of layoff letter) in writing (which may be by email) of the Employees "preferred location" in keeping with Article 15.07, for the purposes of Article 12.03.
- 12.03 In the event of a layoff, the bumping employee will:
- a) Displace a less senior employee in the employee's classification/ job in the "preferred location" in keeping with article 15.07, identified by the employee as per article 12.02.

- b) When bumping into another classification/ job as identified by the employer as per article 12.02, displace a less senior employee in that classification/ job.

In either case, any displacement is subject to the employee's seniority and qualifications to do the normal requirements of the job.

12.04 An employee who accepts lay-off or exercises her/his bumping rights or otherwise secures alternate employment within the Agency following a notice of lay-off shall retain the right to be reinstated in his/her former job if such becomes available within nine (9) months of his/her original notice of lay-off.

12.05 An employee shall be given the right to continue their benefit coverage following lay-off. The employer shall continue to pay its share of such insured benefit premiums for a laid off employee for a period of six (6) months following lay-off, or until the employee has found other employment which includes benefit coverage prior to the end of the six (6) month period.

12.06 (a) An employee shall have the opportunity of recall from lay-off in order of seniority to the final subsequent vacancy after the job posting provision has been exhausted providing he/she has the ability to perform the work within a reasonable time period, and is qualified.

(b) An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the classification held prior to the lay-off should it become vacant within six (6) months of being recalled.

(c) The employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on the record with the employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the employer.

(d) Employees on lay-off shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. Further such employee recalled to a temporary vacancy is not entitled to any notice of lay-off at the end of the temporary assignment.

12:07 In order that the efficient operation of the union will not be jeopardized when lay-offs occur, the unit chairperson shall be the last person laid off during their term of office, so long as work for which they are qualified at their own or lower wage is available.

12:08 Grievances concerning lay-offs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.

ARTICLE 13 - JOB SECURITY

- 13.01 (a) In the event of a proposed restructuring, reorganization, full or partial amalgamation of the agency with any other organization, the employer agrees to discuss such with the union before implementation. Discussion shall commence between the parties within ten (10) working days of such notice to review any concerns that the union may have with respect to any possible effect upon bargaining unit members by restructuring, reorganization, or full or partial amalgamation with any other organization.
- (b) At any such meeting, the agency shall provide the union with all information as to the nature of the changes, the date of which the agency proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the union of the effect, if any, the change may have on the working conditions and terms of employment of the employees affected.
- (c) In the event of restructuring, reorganization, full or partial amalgamation of the agency with any other organization, bargaining unit employees directly impacted by this change shall be provided with training deemed necessary by the agency.
- 13.02 In the event that the employer should merge or amalgamate with any other agency, the employer will endeavor to retain all seniority and benefits currently enjoyed by its employees with the successor employer.
- The employer shall invite the union to participate in meetings dealing with personnel related issues affecting bargaining unit members.
- 13.03 Should the employer identify the need to either not fill or reduce a full-time position to part-time, the employer will meet with the union prior to taking either action in order to attempt to find an alternate resolution for the purpose of maintaining the integrity of the bargaining unit.
- 13.04 In order to provide job security for the members of the bargaining unit, the employer agrees that all work or services presently performed, in addition to work hereafter assigned to the bargaining unit, shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee except in cases mutually agreed to between the union and the employer.
- 13.05 Bargaining unit work shall only be performed by bargaining unit members. The use of students, volunteers or any other persons not in the bargaining unit to perform bargaining unit work is strictly prohibited unless mutually agreed to in writing by the parties to this collective agreement.
- 13.06 The Employer shall where practicable, give the union forty-five (45) days notice in writing in the event the Employer and/or Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.

The Employer shall meet with the Union within ten (10) working days of the written notice at which time the Employer shall discuss with the Union any and all plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.

ARTICLE 14 - TRANSFERS

- 14.01 No employee shall be transferred to a position outside the bargaining unit without their written consent, and without written notification to the union.
- 14.02 Employees temporarily transferred at the request of the employer to a lower classification shall continue to receive their normal rate of pay.
- 14.03 Where an employee temporarily transfers to another location or classification or upon termination of any leave of absence, the employee shall return to their previous classification. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.
- 14.04 If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority, for the period of 18 months, acquired at the date of leaving the unit, and will not accumulate any further seniority while absent. If such employee later returns to the bargaining unit within that 18-month period, they shall be placed in a job consistent with their seniority and previous classification.
- 14.05 If an employee is formally transferred to a supervisory position on a temporary basis to replace a supervisor who is not available to carry out his/her duties, such an employee shall continue to accrue seniority and to pay the monthly dues disbursement pursuant to Article 3.01 and shall be entitled to representation by the union in the grievance and arbitration procedures of this agreement for any discipline imposed on such employee while in the temporary supervisory position.
- 14.06 Any bargaining unit employee temporarily transferred to a supervisory position shall fulfill all of the duties and responsibilities of that position except:
- (a) taking direct disciplinary action independent of another member of management.
 - (b) directly terminating the employment of a bargaining unit employee.
 - (c) being involved in disciplinary meetings when not directly involved with the subject matter of the meeting.
- 14.07 An exchange of job duties may take place if:
- (a) both employees agree.
 - (b) the employer agrees.
 - (c) the positions are in the same classification.
 - (d) the union is in agreement.

Such transfers shall be for the time period agreed upon among the parties involved, with signed copy of such agreement given to the parties involved and a copy to the union. If either employee wishes to cancel prior to the specified time, both employees will return to their previous position.

ARTICLE 15 - JOB POSTINGS

15.01 (a) When a new position is created or where it is deemed necessary to fill a vacancy including temporary vacancies expected to exceed four (4) months, the employer shall post the notice of vacancy in all job sites for a minimum of one (1) calendar week. When an employee has been appointed into a position after fulfilling a temporary job posting, they will be deemed to have fulfilled the job posting requirements and therefore qualify to apply for job positions while in the appointed position as applicable.

Where the vacancy is expected to be four (4) months or less the position may be filled by appointment provided the following conditions are met;

1. Appointments will be made based on seniority from amongst qualified staff at the site where the vacancy exists.
 2. If the appointment cannot be filled from amongst staff at the site where the vacancy exists the Employer will appoint the most senior person on the oriented staff list.
 3. In circumstances where a temporary vacancy expected to be four (4) months will exceed four (4) months the vacancy must be posted and filled in accordance with the collective agreement.
 4. The employee appointed to a temporary vacancy that exceeds four (4) months may continue in the position for up to two (2) additional months or until the position is posted and filled whichever occurs first. There shall be no extensions to an appointment beyond six months unless the Union provides specific approval in writing.
- (b) If a part time relief position is not filled after being posted, the Employer is not required to re-post. Any full time or part time employee may drop to a vacant part time relief position upon written request and the placement of the employee will be mutually determined by the Human Resources Department and the employee involved.

(c) The posting notice shall contain the following information: classification, job site, category and hours of work and/or length of position.

The following notations will be included on each posting:

- For Wage rates and qualifications refer to the Collective Agreement.
- For Job Description refer to the Policies and Procedures Manual.

(d) Once a permanent posting has been accepted the successful applicant must stay in that position for a minimum of six (6) months, except in the case of a

promotion. Lateral moves can only occur with supervisors approval and reasonable or just cause within a six (6) month period.

- (e) If an employee accepts a posting to a temporary position, they will be required to fulfill the length of the temporary posting before applying to another position, except in the following circumstances;
- The new posting would be considered a promotion, or
 - The temporary position they are in ends within thirty (30) calendar days of the closing date of the new job posting.

Notwithstanding the foregoing, an employee who holds a permanent position, but is working in a temporary position may, with the approval of the appropriate director(s), apply for and be awarded (as per article 15) another permanent posting at any time.

- (f) Promotion is defined as any position that has a higher guarantee of hours, rate of pay or classification.

- 15.02 Until the vacancy is filled resulting from the job posting provisions, the employer is free to fill a vacancy on a temporary basis as deemed necessary. The employer will advise the union in writing of any and all appointments including name, site and start date and any extensions of these appointments.
- 15.03 If no applications are received by 4:00 p.m. on the closing date, the employer may start proceedings to secure permanent applications for the vacancy from other sources.
- 15.04 All internal applications received will be considered within seven (7) days of the end of the posting procedure.
- 15.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant will be posted on all bulletin boards.

The employer shall provide an explanation upon request of an employee of any shortcomings in their qualifications.

- 15.06 The successful applicant shall be notified within one week following the end of the posting period. He/she shall be given a trial period of two (2) months, during which time he/she will receive the necessary training for the position. The employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. 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 of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- 15.07 In making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority providing the applicants are determined to be

relatively equal based on qualifications, job requirements, ability and knowledge. The employer shall not exercise these changes in an unfair or discriminatory manner.

- 15.08 (a) A Supported Living Coordinator position will be awarded to the applicant with the greatest seniority within the SCII pool.
- (b) A one (1) month training period will proceed the official trial period for employees filling a new or temporary posting for Supported Living Coordinator.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 The employer may at its discretion, provided that it does not create undue hardship to the employer, grant leave of absence without pay to an employee upon request. Request for such leave of absence shall be in writing, and shall be submitted to their supervisor at least four (4) weeks in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the employer as soon as possible.

An employee may apply for a leave of absence, which could exceed six (6) months but seniority shall not accumulate beyond the first six (6) months.

The seniority list will show the actual start date and an adjusted start date. The adjusted start date will be used in determining all seniority preferences

Such leave shall not be unreasonably denied.

- 16.02 If leave of absence is granted, the employee shall be advised in writing with copy to the union.
- 16.03 Employees who are on leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave; they will be deemed to have quit and will forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed by the union and the employer.
- 16.04 An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or a reason satisfactory to the employer is given, shall be considered to have terminated their employment without notice.
- 16.05 Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations in courses given prior approval by the employer.
- 16.06 Where the leave of absence without pay exceeds four (4) weeks:
- (a) the employer shall pay its share of the Employee Group Benefits Plan for the first four (4) weeks. It is understood that the criteria set out in the Employee Benefits booklet will apply.
- (b) if the leave of absence exceeds four (4) weeks, Employee Group Benefit Plan coverage may be continued by the employee up to a maximum of 5 years, provided the employee pays the total cost of the premiums to the employer for

each monthly period in excess of the four (4) weeks leave of absence.

It is understood that all existing employees utilizing the above will be grandfathered.

- 16.07 Unpaid leave of absence in excess of thirty (30) consecutive days shall not count as service to advance an employee to a higher wage rate in a job classification. However, a leave of absence because of a work-related disability or illness shall count as service for wage progression purposes.

ARTICLE 17 - LEAVE OF ABSENCE FOR PREGNANCY AND PARENTAL LEAVE

- 17.01 Every Employee has government related entitlements to Leave of Absence as per the Provincial (Ministry of Labour) Employment Standards Act, 2000, (ESA) and the Government of Canada (Service Canada) Family Related Employment Insurance Benefits. An Addendum that describes such Leave of Absences available for employees is attached to this Collective Agreement for information purposes only. It is recognized that eligibility criteria and entitlement may change from time to time, and it is recommended if exact details are required that employees refer to the ESA or Service Canada and related regulations available on their respective websites.

The employer will maintain legislative compliance with the Employment Standards Act, 2000, (ESA) and Government of Canada (Service Canada) as required.

See Addendum A.

ARTICLE 18 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 18.01 The employer shall grant leaves of absences to employees to attend union conventions, seminars, education classes or other union business. The union agrees that in making requests for leave of absence that it not unduly affect the proper operations of the employer.
- 18.02 Leave of absence will be granted according to the following conditions:
- (a) leaves of absence will not be approved for more than six (6) employees at any one time. Such leaves will be approved without incurring overtime and with due consideration for proper operation of the sites. This restriction shall not apply to the unit officer.
 - (b) such leaves of absence will not be approved for more than two (2) employees from any one (1) job site at any one time. Such leaves will be approved with due consideration for proper operation of the site.
 - (c) the cumulative leave of absence under this article will not exceed thirty-three (33) days in any calendar year except for a leave of absence granted in sub-section 18.05 (a).
- 18.03 Employees on such leave of absence will be paid his/her regular wages as if he/she had worked his/her regularly scheduled hours. The union shall reimburse the employer for the wages and benefits paid on behalf of the employee while on said leave upon receipt of a bill from the employer.

18.04 For such leave of absence, the union must give fourteen (14) days notice to the employer where possible or find their own replacement, subject to prior approval of the employer.

This will confirm the understanding reached during negotiations that article 18.04 shall not be interpreted as having any application to time spent at grievances or negotiations.

18.05 (a) Any employee who is elected or selected for a full-time position with the union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of existing seniority by the employer for period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office.

(b) If the employee returns to the bargaining unit within one (1) year, they shall be entitled to claim their former position. If the employee returns to the bargaining unit after one (1) year, the employee is entitled to take a temporary position until such time as vacancy occurs where they can apply their full length of service to the job posting.

ARTICLE 19 – EMERGENCY LEAVE OF ABSENCE

19.01 Every Employee has government related entitlements to Leave of Absence as per the Provincial (Ministry of Labour) Employment Standards Act, 2000, (ESA) and the Government of Canada (Service Canada) Family Related Employment Insurance Benefits. An addendum that describes such Leave of Absences available for employees is attached to this Collective Agreement for information purposes only. It is recognized that eligibility criteria and entitlement may change from time to time, and it is recommended if exact details are required that employees refer to the ESA or Service Canada and related regulations available on their respective websites.

The employer will maintain legislative compliance with the Employment Standards Act, 2000, (ESA) and Government of Canada (Service Canada) as required.

See Addendum A.

ARTICLE 20 – FAMILY MEDICAL LEAVE

20.01 Every Employee has government related entitlements to Leave of Absence as per the Provincial (Ministry of Labour) Employment Standards Act, 2000, (ESA) and the Government of Canada (Service Canada) Family Related Employment Insurance Benefits. An addendum that describes such Leave of Absences available for employees is attached to this Collective Agreement for information purposes only. It is recognized that eligibility criteria and entitlement may change from time to time, and it is recommended if exact details are required that employees refer to the ESA or Service Canada and related regulations available on their respective websites.

The employer will maintain legislative compliance with the Employment Standards Act, 2000, (ESA) and Government of Canada (Service Canada) as required.

See Addendum A.

ARTICLE 21 - LEAVE OF ABSENCE RULES

- 21.01 If the employee has not completed two (2) years of employment, credits for seniority, salary increase, vacation and cumulative sick leave will be suspended during leaves of absence without pay.
- 21.02 An employee with more than two (2) years of service who is granted unpaid leave of absence, will continue to accumulate vacation for a maximum of three (3) months.
- 21.03 If the unpaid leave of absence exceeds three (3) months, such employee shall accumulate no further vacation or sick leave credits, but shall continue to accumulate seniority to a maximum of six (6) months.

ARTICLE 22 - PREPAID LEAVE PLAN

- 22.01 (a) The prepaid leave plan (hereafter called the plan), has been developed to afford permanent full-time employees of Community Living St. Catharines the opportunity of taking up to one (1) year leave of absence and not less than six (6) months leave of absence, and to finance the leave through a trust account (savings) containing the salary from the previous years in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

(b) **Eligibility**

Any employee having five (5) years seniority is eligible to participate in the Plan, in accordance with the conditions set out herein.

(c) **Application**

- (i) An employee who qualifies as above must make written application to the Chief Executive Officer (CEO) at least three (3) months in advance, setting out the prepaid leave program requested.
- (ii) Approval of individual requests to participate in the plan shall rest solely with the employer. Requests will not be unreasonably denied.
- (iii) Written acceptance, or denial of the request with explanation, will be forwarded to the applicant, copied to the union, within one (1) month.
- (iv) Upon approval, a written agreement shall be signed by both parties setting out all terms of the plan (which shall be in accordance with this policy), and shall be copied to the union.

(d) **Programme Elections**

The period over which salary is saved and accumulated, the amount thereof, the period for which leave is granted, and the payment of the plan savings and interest, shall be as follows:

- (i) Four (4) years savings of up to one fifth (1/5) of net annual salary in each year followed by one (1) year of leave, and not less than six (6) months leave.
- (ii) Payment of accumulated savings, plus accrued interest, shall be made in full at the commencement of the leave period, or biweekly throughout the leave period, at the employee's discretion. If the employee chooses to have biweekly payment periods, then interest shall be paid on the balance withheld. All monies saved, including accrued interest, must be paid out by the end of the leave period, less any premiums for the benefits as noted.

(e) Administration of Plan

- (i) During the payout period of the programme, the employee will be paid no salary in accordance with the programme set out in 22(d) above.
- (ii) The remaining percentage of the employee's savings will be held in trust by the employer in an interest-bearing account to finance the period of the leave. The interest paid shall be that which is afforded to the Community Living St. Catharines to the month end balance of the trust account established for the purposes of the prepaid leave plan as set out in writing by the bank branch with which the Community Living St. Catharines deals. Interest, as calculated above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing in the participants credit will be sent to the participant by the Community Living St. Catharines.
- (iii) Regular R.P.P or R.E.S.P. deductions and contributions will be paid on all monies received and saved for the first four (4) years. No deductions or contributions will be made during the fifth year.
- (iv) All fees incurred in administering the Plan, including bank charges, shall be paid by Community Living St. Catharines.

(f) Benefits

- (i) During leave of absence under this plan, an employee may elect to continue coverage for the benefits package, except for those which the insurance company will not provide to an employee on leave. The premiums shall be paid by the employee during such leave.
- (ii) While on leave, the employee will continue to accrue seniority and service credits.
- (iii) While on leave, an employee shall be immediately entitled to any changes in the benefits provided for in the collective agreement.

(g) Return from Leave

On return from leave, the participant will be returned to his/her former position. If such a position no longer exists, the employee shall be placed in a position of equal rank and value.

(h) Withdrawal from the Plan

- (i) A participant may withdraw from the plan in unusual or extenuating circumstances; (e.g. financial hardship or serious illness). Request for withdrawal must be submitted in writing to the Chief Executive Officer (CEO), detailing the reason(s), as soon as possible prior to the withdrawal from the plan.
- (ii) When a request for withdrawal is approved, or in termination of employment, the employer shall pay to the employee a lump sum equal to monies deferred plus interest accrued to the date of payment. Payment shall be as soon as possible and must be made within thirty (30) days of approval of withdrawal from the plan, or of termination of employment, as applicable.

(i) Death of the Participant

Should a participant die while enrolled in the plan, any monies accumulated, plus interest accrued to the date of payment will be paid to the employee's estate.

ARTICLE 23- BEREAVEMENT LEAVE

- 23.01 (a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of the employee's spouse, child, parent, common-law parent, or step-parent. (Spouse shall mean by virtue of marriage, common-law partner or same sex partner. Child shall mean natural, adopted, step-child, custody or by virtue of having permanence in your home.)
- (b) Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, in order to accommodate a future funeral/celebration of life date. It is understood that if the employee requests to divide the leave, this request must be made to the employee's Supervisor at the time of the person's death and agrees to take the leave within a six (6) month time frame or with the Director's approval if longer than six (6) months.
- (c) An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of a mother-in-law, father-in-law, grandparent, step-grandparent, great-grandparent, spouse's grandparent, spouse's great-grandparent, grandchild, step-grandchild, spouse's grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew or person supported by the Host Family Program currently living in the home.
- (d) A leave of one (1) day duration shall be granted an employee who suffers the loss of an aunt or uncle without loss of pay or benefits.
- (e) Where the burial occurs outside the province, such leave shall also include reasonable travel time not to exceed seven (7) unpaid days. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the employer, on request may grant additional bereavement leave. Such leave shall not be unreasonably denied.

- (f) Where an employee has repeated bereavement leaves of absence for the same type of relative (i.e. 4 grandmothers) the employer may require an employee to provide reasonable evidence that the employee is entitled to the leave.
- (g) If an employee is on vacation and a death occurs that is covered by any category within Article 23, the approved bereavement leave days will be paid and vacation days will be returned to the employee for use at a later date.
- (h) An employee on probation is afforded the same benefits as stated in any category within Article 23.

ARTICLE 24 - COURT ATTENDANCE

- 24.01 The employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a witness in any court in a matter connected with their employment including time for jury selection. The employer shall pay such an employee the difference between their normal earnings and the payment they received for jury services or court witness. The employee will present proof of service and the amount of pay received. An employee involved in jury selection will return to work if not required for jury duty if at least half a shift or more remains in their working day.
- 24.02 The employee is required to notify the employer as soon as possible of selection for jury duty or court witness.

ARTICLE 25 - BULLETIN BOARD

- 25.01 (a) The employer agrees to supply and make available to the union for the posting of seniority lists and certain union notices one (1) bulletin board at each job site in such place as to inform all employees in the bargaining unit of the activities of the union.
- (b) The union may post notices with all contents limited to the subjects of union elections, election results, appointments of officers, notice of meetings and notice of social and recreational activities and shall be initiated by a Director, Chief Operating Officer, Chief Executive Officer or designate.
- (c) The union may post notices of interest to its members.

ARTICLE 26 - HOURS OF WORK

- 26.01 The following specifications are intended to define the normal hours of work for regularly scheduled full-time employees and shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- 26.02 Community Participation Support and Community Activities

The recognized work week shall consist of eight (8) hours per day, forty (40) hours per week, including a thirty (30) minute paid lunch period at about mid-shift, a fifteen (15) minute paid rest period at about mid-point in the morning and a fifteen (15) minute paid rest period at about mid-point in the afternoon.

(a) Community Activities

The workweek shall be spread over the full calendar week.

26.03 St. Catharines Preschool Services

Preschool employees may vary the hours per day to a maximum of ten (10) hours per day, due to the varied need of the people accessing our services, but will try to ensure that the regular number of hours for their position will be maintained. It is understood that no overtime rates shall apply to the ten (10) hour day, which is within the forty (40) hour week, and including a thirty (30) minute paid lunch period and two (2) fifteen (15) minute paid break periods. Any hours over the regularly scheduled hours for the week may be banked as lieu time at the employee's request with Supervisor's approval. Time will be earned and banked at the rate earned.

PRESCHOOL RESOURCE CONSULTANT

- (i) The hours of work for all resource consultants is up to forty (40) hours per week. Any adjustments to these hours will be requested by the employee in writing to the preschool director by August 1st or December 1st. Approval will be in writing with a copy to the union. Sick time and statutory holiday pay is pro-rated based on monthly hours worked.
- (ii) The employer agrees to recognize the spring break of five (5) working days, with pay, according to present practice and the stipulation of the Regional Municipality of Niagara and their financing of this program
- (iii) The employer may grant an unpaid leave of absence to preschool employees for the summer months, with due consideration for the program. The employee would submit the request in writing to the director by April 1st.

26.04 Adult Support Programs – Adult Accommodations

- (a) The recognized work day shall consist of eight (8) hours per day and five (5) days per week spread over the full calendar week, including a thirty (30) minute paid lunch period at about mid-shift, and two (2) fifteen (15) minute breaks.
- (b) A "SLEEPOVER SHIFT" is composed of ten (10) elapsed hours per overnight shift with the employee sleeping most of these hours with few interruptions. If required to remain awake longer than three (3) hours per shift in order to provide direct client care, the employee will be paid as per the Collective Agreement, Asleep Night Rate Schedule. In such cases, additional awake hours shall be clearly documented by the employee indicating reason for and length of additional awake hours. Additional awake hours as deemed required by the employer will be paid at straight time. In determining whether an employee is full-time or part-time for the purpose of paying the employee benefit premiums, the total time spent in the residence during the sleepover shift shall be considered as time worked.
- (c) An "OVERNIGHT AWAKE SHIFT" shall consist of (10) ten hours per day, including a thirty (30) minute meal period and two fifteen (15) minute break

periods staggered throughout the middle of the shift. Any hours over the (10) ten hours per day will be paid at time and one-half (1-1/2).

- (d) The time that must be allowed between regularly scheduled shifts must be a minimum of eight (8) hours except for the employees convenience or as arranged by the employee and the employer with notification to the union.
- (e) Should an O/N Asleep person wish to work shifts continuous with their overnight shift, the rate for such time will be the regular rate of pay up to the maximum of ten (10) paid hours. Any time that is over the ten (10) paid hours will be considered as overtime and will be paid at the rate of time and one-half (1-1/2).

26.05 Adult Support Programs – Supported Living and Host Family Program

The recognized work week shall consist of thirty-five (35) to forty (40) hours for full-time and twelve (12) to twenty-nine (29) for part-time, as per scheduling by supervisor, including a thirty (30) minute paid lunch period at about mid-shift, and two (2) fifteen (15) minute breaks. Should the employer identify the need to increase or decrease an employee's hours of work the parties will meet in order to mutually agree to the change in hours. Subject to the agreement of the affected employee the regular scheduled hours of work for a full time employee may be reduced to 30 hours per week.

(S.L./Transition staff) may vary the hours per day to a maximum of ten (10) hours per day, due to the varied needs of the people accessing our services, but will try to ensure that the regular number of hours for their position will be maintained over a two (2) week period except in the event of emergency when the supervisor will be contacted for approval. It is understood that no overtime rates shall apply to the ten (10) hour day which is within the forty (40) hour week.

- 26.06 An employee may choose to attend staff meeting and training above their forty (40) hours a week at regular time but will not exceed forty-four (44) hours a week.

ARTICLE 27 - OVERTIME

27.01 Community Participation Support

CPS employees may vary the hours per day to a maximum of ten (10) hours per day, due to the varied needs of the people accessing our services, but will try to ensure that the regular number of hours for their position will be maintained. It is understood that no overtime rates shall apply to the ten (10) hour day, which is within the forty (40) hour week.

27.02 St. Catharines Preschool Services

All hours worked over eight (8) hours in a shift and forty (40) hours per week shall be considered overtime and shall be paid for at time and one-half (1-1/2) of the employee's basic hourly rate except as provided for in Article 26.03.

27.03 Adult Support Programs – Adult Accommodations and Supported Living

- (a) All hours worked over eight (8) hours in a shift and forty (40) hours per week shall be considered overtime and shall be paid for at time and one-half (1-1/2) of the employee's basic hourly rate except as provided for in Section 26.05.
- (b) For an employee on a sleepover shift or an overnight awake shift, all paid hours worked over (10) ten hours in a shift or (40) forty hours per week shall be considered overtime and be paid at time and one half (1-1/2) of the employee's basic rate.

27.04 In the event an employee of their own accord, for their own personal convenience wishes to change shifts, they may, on written request twenty-four (24) hours in advance, do so with another employee from the same program. The employer agrees not to unreasonably interfere, and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts.

Mutual shift changes (a day for a day) must be approved by the employee's supervisor. Mutual shift changes will not be approved if they result in back to back shifts or triple shifts. Shift changes must also be in compliance with ESA legislation (eleven (11) consecutive hours of rest in a twenty-four (24) hour period,) except in the case of emergency or unforeseen circumstances as approved by the employee and the supervisor.

27.05 If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift in addition to overtime rates paid. If an employee is required to work an extra four (4) hours overtime at the end of their shift, one (1) free meal will be supplied.

27.06 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this article.

27.07 A full-time employee who works on an assigned day off as per assigned schedule at the employer's request, will be paid overtime at the rate of time and one-half (1-1 /2) for all hours worked.

27.08 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

27.09 The parties agree that overtime should be minimized to the greatest extent possible. Therefore, where overtime is required it will be offered to the person that would incur the least amount of overtime provided they are willing and qualified to perform the required work.

Where overtime is equal the overtime shall be offered on a rotational basis to employees who normally work at the site where the overtime is required starting with the most senior person.

The time frame for the rotational basis in this section will be defined as the pay period. The call in procedure will be followed to ensure all qualified employees have had equal opportunity.

- 27.10 No employee shall be required to work overtime against their wishes when other qualified employees in that program are available to perform the required work.

Mandatory overtime is defined as the need for an employee to work immediately following the completion of a shift due to the unavailability of any other coverage. The employee is required to contact their supervisor or designate to advise them that no other coverage is available having completed the call in procedure.

- (a) If in the event an employee is required to work mandatory overtime they will receive overtime at the rate of double time (2) for all hours worked. This overtime rate applies in relation to the hours of work only as pertaining to Article 26.
- (b) In cases of mandatory overtime should the employee need to make home care arrangements, the employer will endeavor to provide coverage for up to one (1) hour in order for that employee to make appropriate arrangements. It is understood that the employee will not receive payment for the time taken to make the appropriate arrangements.
- (c) If mandatory overtime is required then the least senior employee in attendance at work, at the time mandatory overtime is to begin, will be required to stay.

- 27.11 There shall be no regularly scheduled overtime worked in any operation while there are available employees on lay-off qualified and able to perform the work. Regularly scheduled for the purpose of this section means overtime posted on a schedule for two (2) continuous weeks or longer.

- 27.12 An employee who is called into work outside their regular working hours for an emergency, as deemed by a protocol approved by the Director will be paid for a minimum of three (3) hours at overtime rate.

- 27.13 Instead of cash payment for overtime, worked in any CLSC program/site, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employee and the employer to a maximum of twenty-four (24) hours. Such time off must be scheduled within a period of two (2) months from the time the overtime was worked.

- 27.14 The employer and the union agree that in this article employees may not split shift hours worked into cash payment and lieu time. (i.e. An employee works eight (8) hours overtime, the employee will be allowed to book either lieu time or cash payment for eight (8) hours NOT four (4) hours lieu time and four (4) hours cash.)

- 27.15 An employee who attends any mandatory staff meeting and or training above their forty (40) hours a week will be paid at the rate of time and one half (1 ½) of the employee's rate of pay.

ARTICLE 28 - WORK SCHEDULE

- 28.01 (a) Work schedules covering a four (4) week period will be posted two (2) weeks in advance. The schedule will be fixed 6 days prior to projected start date of the schedule, subject to change in case of emergency. An employee affected by such a change will be so advised as soon as possible, by their supervisor or schedule coordinator with supervisor's approval. An employee request for specific days off must be submitted to their supervisor and/or schedule coordinator one (1) week in advance, for the supervisor's final approval.
- (b) The schedule can only be changed by the supervisor or schedule coordinator, with the supervisor's approval. For CPS Program, the schedule can only be changed by the supervisor.
- (c) Anyone wishing to try schedule coordinating for their site may do so after notifying their supervisor and/or present coordinator.
- 28.02 At any time a shift is being covered, employees by seniority may tack on extra hours to the beginning or the end of their shift as long as the employee is not incurring overtime and it does not leave the open shift with less than five (5) hours.

28.03 SCII scheduled Monday to Friday

For Adult Support Services

SCI full time/overnight asleep scheduled no more than four (4) weekend shifts per schedule

SCI Overnight awake thirty (30) and forty (40) hours scheduled no more than four (4) weekend shifts per schedule unless employee agrees at time of schedule development

Part time scheduled no more than six (6) weekend shifts per schedule unless employee agrees at time of schedule development

Weekend Shifts will refer to Saturday and Sunday except in the case of Overnight weekend shifts, where, for the purpose of this article will refer to Friday and Saturday.

- 28.04 An employee may fall below their minimum scheduled hours with supervisor's approval to attend mandatory training, meetings or appointments. In the event that the supervisor deems that staff replacement is necessary, the employee will be required to cover the hours at regular time.

ARTICLE 29 - MINIMUM REPORTING ALLOWANCE

- 29.01 If an employee reports to work at the regularly scheduled time for their shift and no work is available, such employee will be entitled to a minimum of one-half (1/2) the scheduled hours pay at the employee's regular rate. For CPS Program, staff may be reassigned to residential programs with individuals they are orientated to, if necessary, until residential staff can be secured. Staff will be reassigned by seniority.

The employee can only be excused with supervisory approval.

29.02 Section 29.01 shall be waived and not binding upon the employer in case of any labour dispute or emergency such as fire and power shortage which disrupts the operation of the employer nor shall it apply to an employee returning to work without notice after absence.

ARTICLE 30 - PAY DAYS

- 30.01 (a) The employer agrees that wages will be paid biweekly on Friday, during working hours. The normal pay period shall be Sunday to Saturday inclusive.
- (b) An employee will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period. Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.
- (c) Wages will be paid by direct deposit.
- 30.02 Any payment to which an employee is entitled upon termination of employment shall be paid by the employer to the employee not later than the next regular pay period after termination of employment.

ARTICLE 31 - PAID HOLIDAYS

31.01 **Statutory Holiday**

- (a) A regular full time employee shall receive the following holidays with pay:

| | |
|----------------|--|
| New Year's Day | Thanksgiving Day |
| Family Day | Christmas Eve Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | New Years Eve Day |
| Canada Day | (1) Floater Day |
| Civic Holiday | plus any other day(s) declared or proclaimed as a holiday by the Federal or Provincial Government. |
| Labour Day | |

- (b) Part-time/Part-time Relief employees shall receive the following holidays with pay (as outlined in *Employment Standards*):

| | |
|----------------|--|
| New Year's Day | Thanksgiving Day |
| Family Day | Christmas Day |
| Good Friday | Boxing Day |
| Victoria Day | plus any other day(s) declared or proclaimed as a holiday by the Federal or Provincial Government. |
| Canada Day | |
| Labour Day | |

31.02 When any of the above noted holidays fall on a Saturday or Sunday, Monday shall be deemed to be the holiday for the purpose of this agreement excluding residences.

31.03 In order to qualify for holiday pay an employee must:

-
- (a) work their full scheduled shift immediately preceding or immediately following the holiday unless excused by the employer, and
 - (b) work in the fifteen (15) day calendar period in which the holiday is in the middle day unless on vacation, paid sick leave or on a paid leave of absence.
- 31.04 An employee who is not scheduled to work on a recognized holiday shall receive holiday pay equal to one day's pay subject to Section 31.03. An employee who is scheduled to work and actually works shall be paid at the rate of time and one-half plus their holiday pay.
- 31.05 Any employee scheduled to work on a holiday and who does not report for work shall forfeit their holiday pay unless the reported absence is due to illness verified by a medical doctor's certificate, in which case, the employee will receive their regular holiday pay.
- 31.06 If one of the above named holidays occurs on an employees regular day off or during their vacation period, the employee shall receive an additional day off or the employee shall receive a days pay as the employee so chooses.
- 31.07 A part-time/part-time relief employee will receive holiday pay in accordance with the Employment Standards Act.
- 31.08 Any employee requesting a stat holiday or individual vacation days, up to three (3) working days within any one pay period, shall give a minimum of two (2) calendar weeks notice on the appropriate request form. This is subject to approval from the supervisor within one (1) calendar week of submission of such request.
- 31.09 For Adult Support Services Program
- (a) Any request for either Christmas Eve, Christmas Day, Boxing Day or New Year's Eve, New Year's Day, submitted by the 1st of April deadline, will be given priority, according to seniority, when setting the holiday schedule and with due concern for the proper operation of the various work sites. Such priority will be forfeited in the event that employee chooses to transfer, relocate or is promoted.
 - (b) If a shift on a Statutory holiday becomes available during schedule development as per Article 28.01 (a) the employees scheduled to work will be given preference of shift selection in order of their seniority.
 - (c) Adult Supports Christmas/New Year's approved requests for the Christmas through New Year's period shall be posted by October 1st in each work site. If this date falls on a weekend the schedule will be posted on the following business day. Any proposed changes employees wish to request will be submitted and be subject to approval before December 1st at which time the schedule will become fixed.
 - (d) For SCII employees working residential, if the holidays during the Christmas season fall on a Saturday or Sunday, they will be required to work one of the

holidays as per 31.11 (a).

- (e) Overnight awake employees may request to be paid out for one day of vacation to make up the difference between their regular wages and the stat pay during the designated two week Christmas block. Such requests will not be unreasonably denied.
- (f) CPS Program close for statutory holidays as per Article 31.01 and employees are paid as they occur, if they qualify.

ARTICLE 32 - VACATIONS

- 32.01 (a) For the purpose of calculating eligibility, vacation is to be calculated as of the employee's start date.
- (b) Vacation shall be based on selection by the employee, according to seniority, of requests submitted by April 1st at each work site but shall be finally determined by the program director having due concern for the proper operation of the various work sites.
- 32.02 (a) No more than one (1) employee for every five (5) employees assigned for a site in residential programs is to be on vacation at any one time and no more than two (2) employees from any site with more than five (5) but less than ten (10) employees can be on vacation at any one time. Additional employees may be entitled to be on vacation at sites with more than ten (10) employees

| The number of staff in the residential site | Maximum Allowable Number of People Allowed on Vacation, Stat, TOL or LOA |
|---|--|
| 0-5 | 1 |
| 6-14 | 2 |
| 15-19 | 3 |
| 20-24 | 4 |
| 25-29 | 5 |

- (b) There can be more Part Time and Part Time Relief employees in the Pre-school Department off upon approval of the Director with due consideration for the proper operation of the department.
- (c) There can be additional staff on vacation at Community Participation Supports, with Director approval, with due consideration for the proper operation of the Program.
- 32.03 (a) An employee must take their vacation entitled in the vacation year, immediately following the vacation year in which it is earned. Any vacation days not used by the employee will automatically be carried over to the next vacation year. These days must be used within the first six (6) months or will be scheduled by management at their convenience.

A maximum of five (5) days can be carried to the next vacation year. More than five days requested would need Director approval.

- (b) An employee who has been on an unpaid leave of absence may request the employer to apply to the Ministry of Labour for the foregoing of the vacation entitlement accrued while on leave. This written request requires the signature of the union and the employer prior to the submission to the Ministry of Labour. The waiving of the entitlement is subject to the written approval of the Ministry of Labour.

Part time and Part Time Relief employees may request in writing, to reduce their vacation days, to a minimum of two weeks per vacation year, rather than being required to take the vacation days entitlement as calculated by years of service. The written request for this reduction in vacation days entitlement must be submitted by June 1st for the vacation period beginning July 1st.

The vacation pay entitlement will be pro-rated by the remaining days.

If no written request is received, the vacation days entitlement will be calculated based on the years of service.

Any employee that accepts a part-time position after June 1st will have their entitlement calculated on the position they held as of the June 1st date.

32.04 An employee shall receive an annual vacation with pay in accordance with their years of

| SERVICE AS OF THEIR SENIORITY DATE | VACATION TIME OFF | VACATION PAY AS A PERCENTAGE OF EARNINGS FROM ANNIVERSARY DATE |
|--|--|--|
| Part-time Relief | Up to two (2) weeks | 4% |
| Part-time Relief Five (5) Years as per ESA Legislation | Three (3) weeks | 6% |
| Less than one (1) year | One (1) day per month to a maximum of ten (10) days | 4% |
| One (1) year but less than four (4) years | Three (3) weeks | 6% |
| Four (4) years but less than ten (10) years | Four (4) weeks | 8% |
| Ten (10) years | Five (5) weeks | 10% |
| Over ten (10) years | An additional day for every two (2) additional years served to a maximum of a total of six (6) weeks | 12 years – 10.4% 14 years – 10.8% 16 years – 11.2% 18 years – 11.6% 20 years – 12.0% |

employment as follows:

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- 32.05 An employee who resigns or is terminated shall have their unused vacation credits for that vacation year prorated and paid to them on the pay following the date of termination of employment.
- 32.06 An employee may choose, in writing, to receive their vacation pay by one of the following methods;
1. receive vacation pay as a lump sum on the first full pay of July of each year and take unpaid vacation time off, provided employee has used their entitled vacation from previous year.
 2. to receive paid vacation time off at the time vacation is taken, per day.
- 32.07 Vacation pay, taken at time of vacation, will be paid out in dollars for each day taken.
- 32.08 Vacation requests shall be submitted by April 1st and vacation schedules shall be posted by May 1st of each year, but will remain subject to change by the employer, who shall at all times endeavour to accommodate the requested vacation of the employee. Whenever possible, vacations shall commence immediately following an employee's regularly scheduled days off. All requests for full weeks submitted prior to April 1st will be given preference over individual days. If an employee's individual vacation day request is going to be denied, the supervisor shall notify the employee prior to April 15th, and the employee will have the option at that time to adjust the vacation request to include a full week. All submissions following April 1st shall be approved on a first come, first serve basis.
- 32.09 (a) All vacations taken in prime summer months (for CPS these months are July and August) shall not be longer than three (3) weeks duration at any one time.
- For CPS Program, the annual two weeks Shut Down will be included in the three (3) week duration limitation.
- (b) Permanent forty (40) hour overnight awake and permanent thirty (30) hour overnight awake staff may request, in writing, a five (5) day workweek when calculating vacation day entitlement. Written request must be received by June 1st for the vacation period beginning July 1st.
- If no written request is received, the vacation entitlement will be calculated based on a four (4) day workweek.
- Any employee that accepts one of the above listed positions after June 1st will have their vacation entitlement calculated on a four (4) day workweek.
- 32.10 (a) No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at time and one-half (1-1 /2) the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.

- (b) If employees in any department with mandated shutdown wish to retract up to four (4) vacation days per week and work a shift in another site following current language, they may do that prior up to 5 days after fixed posting where the shift would occur without incurring overtime. After the five (5) day grace period, the language in 32.10 (a) will apply.

32.11 When an employee is hospitalized during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option if agreed to by the employer.

32.12 Supported Living and Preschool Department will be allowed to take ½ day vacation day as approved by the direct supervisor.

ARTICLE 33 - SICK LEAVE

33.01 Pay for sick leave is for the sole and only purpose of protecting a permanent full-time employee against loss of income due to sickness or accident and will be granted to an employee on the following basis:

- (a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or for pregnancy related illness, exposed to a contagious disease, or for the time taken for examination or treatment by a physician or chiropractor, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board Act provided sick leave credits are available. Every attempt will be made to schedule non-emergency medical appointments outside of working hours.
- (b) A full-time employee who has completed the probationary period shall be credited with four and one-half (4-1/2) days of sick leave and then shall accumulate sick leave credits at the rate of one and one-half (1-1/2) days per month of service. Sick leave credits used up will be deducted from the total credit accumulated.
- (c) All unused sick leave may be accumulated to a maximum of seventy-five (75) days or six hundred (600) hours, whichever is greater.
- (d) An employee shall be required to produce proof of sickness or injury in the form of a medical certificate for any absence of three (3) days or more duration. Employees will be reimbursed the full cost of such medical certificates within five (5) days submission of receipt to the office.
- (e) Where an established pattern of use of sick days exists or where there is doubt that absenteeism is due to sickness or injury, the employer may require proof of sickness or injury by medical certificate for any absence. Any such certificate shall be at the expense of the employer.
- (f) For residential services, an employee reporting an absence due to illness must endeavour to report to their immediate supervisor or *designate and the site, a minimum of three (3) hours prior to the commencement of their shift.

- (g) If a CPS, SL or Preschool employee is unable to report for work due to sickness, such employee must phone their immediate supervisor or designate within one (1) hour, or in the case of an accident, as soon as possible, of their normal shift starting time.
- (h) Overnight employees will be paid sick leave pay for all paid hours they were scheduled on their missed shift(s).

* For the purpose of this clause, "designate" shall refer to another management personnel as indicated by the immediate supervisor.

33.02 An employee may use his/her accumulated sick leave to attend a seriously ill immediate family member (as defined in Article 23:01 (a) and (b)), when no one at home can provide for the needs during the illness. An employee shall be entitled, after notifying his/her supervisor (or designate) to use a maximum of four (4) accumulated sick leave days per illness to care for the member of the family who is ill. The employee will first endeavour to arrange alternate care before notifying to use sick leave for this purpose.

33.03 The employer shall advise each employee upon request in writing of the amount of sick leave accrued to his/her credit.

33.04 When an employee is laid off due to lack of work or is on a leave of absence, they shall not receive or utilize sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off or leave of absence for the length of time they retain their seniority.

33.05 An employee with more than one (1) year of service who has exhausted their sick leave credits, and who is off sick ten (10) or more continuous days, shall be allowed an extension of their sick leave to a maximum of ten (10) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one and one-half (1-1/2) days per month. Further sick leave extensions may be granted once all previous extensions are paid back in full. If the employee cannot repay the ten (10) days due to termination or lay-off, then it shall be deducted from their last pay.

33.06 In the event of the death of an employee, the value of one-half (1/2) of accrued sick leave credits shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee's estate. Upon retirement at the age of 55 or over, an employee having accrued sick leave to his/her credit, shall receive an amount in lieu thereof equal to 1/2 such credit at the rate of pay effective immediately prior to retirement. At the employee's request, the payment of this allowance shall be:

- (i) A lump sum payment at the time of termination or retirement, or
- (ii) An R.R.S.P or R.E.S.P. payable to the registered carrier, to be held in trust for the employee.

33.07 If an employee is injured during their working hours and is required to leave for treatment or is sent home by their supervisor, a doctor or nurse as a result of such injury, they shall receive payment from the employer for the remainder of the shift at

their regular rate of pay without deduction from sick leave. If medical attention was received, then the WSIB Form 8, must be submitted upon return.

ARTICLE 34- EMPLOYEE BENEFITS

34.01 The employer will arrange for the following Employee Group Benefit Plan and for each permanent full-time employee (under the age of 67) who has completed their probationary period, agrees to pay one hundred percent (100%) of the rates charged for such plans. Benefit coverage will commence the first day of the calendar month following successful completion of probationary period. The employer shall pay single or family premium rate as per employee status.

- (a) Ontario Health Tax
- (b) Extended Health Care - \$1.00 fee per transaction
- (c) Life Insurance equal to the last two (2) year's salary rounded to the nearest \$1,000.00.
- (d) Dental Plan #9 or equivalent based on the schedule of fees for the current contract year.
- (e) The employer will pay all charges not covered by Ontario Health Tax for any employer required medical shots or treatments.
- (f) Vision care providing a maximum of two-hundred and fifty dollars (\$250) every 24 months including the cost of the eye exam. A vision care increase will be in effect April 1, 2021 providing a maximum of three-hundred dollars (\$300) every 24 months including cost of eye exam.
- (g) Long Term Disability - 70% of salary to a maximum of \$4,000.00 per month to age 65 less the 119 day qualifying period or as per the Employee Group Benefit Plan.

It is agreed that the current employees who are currently past the age of sixty-seven (67) will be grandfathered for the above benefits to the age of 70.

34.02 It is agreed that the current employees as of December 1, 2017 who are currently past the age of sixty-seven (67) will be grandfathered for the above benefits to the age of 70.

- (a) A person on authorized leave of absence due to illness or non-compensable accident shall continue to be eligible for employee benefit coverage for up to three (3) months.
- (b) A person on authorized leave of absence due to compensable accident and in receipt of Workplace Safety and Insurance Board benefits shall continue to be eligible for employee benefits coverage for up to one (1) year.
- (c) A person on authorized leave of absence due to pregnancy, shall continue to be eligible for employee benefit coverage for up to eighteen (18) months for any one pregnancy.

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- (d) An employee laid off shall cease to qualify for the employee benefits at the end of the calendar month in which they are laid off; however, where a lay-off is of a temporary nature and the employee involved does not become employed elsewhere, the employee laid off may continue under the plans by paying the total monthly costs to the employer by the fifteenth (15th) day of each month if so arranged with the employer.
- 34.03 (a) Full details of the benefits will be given to the union at the commencement of these plans and to each participating employee at the time they become eligible to participate in the plans.
- (b) The terms of the policies and the rules and requirements of the various carriers of these employee benefit plans shall govern.
- 34.04 Should the employer's sick leave plan qualify for a rebate in the Employment Insurance Premiums paid, the employees agree to forego their share of such rebate in favour of the employer due to increased employee benefits.
- 34.05 Employee and Family Assistance Program for all employees and their immediate family members.

ARTICLE 35 - RATES OF PAY

- 35.01 Attached hereto and forming part of this agreement is Schedule "A" relating to job classifications and hourly rates of pay.

ARTICLE 36 - PRINTING OF AGREEMENTS

- 36.01 The employer agrees to share the cost of printing the agreements.

ARTICLE 37 - DUPLICATION OF PAY

- 37.01 (a) For the same period of time, an employee shall not receive payments:
- (i) Under more than one provision of this agreement, except for overtime, and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment of such holiday; or
 - (ii) Under a provision of this agreement and from an outside source to which the employer makes direct contributions such as Workplace Insurance and Safety Board, Employment Insurance, etc., with the understanding that this does not affect the method of handling make-up of pay for court attendance as specified in Article 24.
- (b) In the event of a situation where duplicate payment under Section 37.01 (a) (i) and (ii) might be in question, the employer shall make up the payment applicable if need be, so that the employee receives the more favourable treatment.

ARTICLE 38 - GENERAL

- 38.01** Whenever the singular and masculine are used herein, they shall be construed as if the plural or feminine had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
- 38.02** Wherever the word "days" is used in this agreement, it shall not include Saturdays, Sundays or paid holidays unless such "days" are identified specifically as "calendar days" in which case it will cover a period of consecutive days including Saturdays, Sundays and paid holidays.
- 38.03** The employer shall pay the costs of all approved D.H.S.W. courses as required by the employer, upon successful completion of such courses. The employer shall grant any necessary leave of absence without pay in order that the employee may attend any required field placement connected with such course at a time mutually agreed upon.
- 38.04** The employer may pay professional fees for an employee who, as a condition of employment, is required to be a member of a professional Agency.
- 38.05** (a) Travel rates paid to an employee using their own automobile for the employer's business shall be fifty cents (.50¢) per kilometer. Parking charges to be paid by employer.
- (b) Should the employer establish a new classification that falls within the scope of the bargaining unit, the employer may require, as a condition of employment, any new employee in that classification have the use of their automobile.
- (c) Should a person being supported within our services damage an employee's personal automobile while being transported as authorized by the employer, the employer shall reimburse the employee for all charges to repair such damage.
- (d) For the purpose of receiving travel rates, an employee using their own automobile for the employer's business must obtain prior approval by the employer for such use.
- 38.06** Copies of job descriptions for all classifications in the bargaining unit, will be available for a union representative to look at when necessary.
- 38.07** The employer and the union shall establish a Joint Health and Safety Committee in accordance with the Ontario Occupational Health and Safety Act. Such committee shall be comprised of an equal number of union and employer representatives.
- No employee shall be required to operate any piece of equipment until they have received proper training and instructions.
- 38.08** Any Letters of agreement, Letters of Understanding or such like that make any change or any additions to this collective agreement will be required to be ratified by the members of CUPE Local 2276 at a duly authorized general membership meeting and will not become effective until the employer is notified, in writing, of such ratification.

38.09 Damage to Personal Property

The employer will compensate an employee for loss of personal property including clothing, and eyeglasses in the event that such property is destroyed by a resident while the employee is performing his or her regular duties. The employer shall compensate by providing reasonable replacement or repair cost of the personal property, whichever cost is less. See Article 38.05 (c) for Personal Vehicle Damage.

ARTICLE 39 - CHANGE IN CLASSIFICATIONS

39.01 (a) If the employer discontinues a classification, or changes the job requirements of a classification, or establishes a new classification, the employer shall notify the union of the particulars in writing.

If a new classification is created, the parties will negotiate a wage rate.

(b) The union may, within thirty (30) days of such notice, request that such change be discussed at a meeting between management and the union grievance committee.

(c) If the union claims that the new or revised rate is not appropriate and compatible with the classifications and rates in Schedule "A" attached hereto, this matter may then be referred to arbitration.

(d) The arbitrator in making an award, shall use no criteria other than the classifications and rates in Schedule "A" attached.

ARTICLE 40 - SERVICES TRANSFERRED TO ANOTHER EMPLOYER

40.01 Should any service presently provided by the employer be transferred in full or in part to another employer, the Agency shall make every effort to ensure that any employee who might be displaced as a result of such transfer, shall be hired by the new employer at not less than their present wage rate, benefits and working conditions.

ARTICLE 41 - HEALTH AND SAFETY

41.01 The employer and the Union recognize their obligation to establish and maintain a safe and healthy workplace environment and comply with the duties and responsibilities under the Occupational Health & Safety Act, (R.S.O. 1990, c.0.1) and its Regulations as may be amended from time to time.

Whereas the legislation noted above sets out the minimum standard the parties are required to meet, the parties further agree to establish a Joint Health and Safety Committee (JHSC). The JHSC shall be comprised of an equal number of management members (as selected or appointed by the employer) and worker representatives (as selected or appointed by the Union).

To augment and assist the JHSC each workplace shall have a Health and Safety Representative that shall be responsible for identifying hazards and reporting health and safety issues in their respective workplace to the members of the JHSC for action.

The JHSC shall meet once quarterly or more often as deemed necessary by consensus of the committee. The JHSC shall be jointly chaired by Management and the Union. The JHSC co-chairs shall be responsible for the functioning of the committee and maintaining communication with the Health and Safety Representatives in the workplace.

41.02 The employer and the Union agree that incidents or potential dangers and hazards in the workplace, including incidents of Workplace Violence and Workplace Harassment as defined by OHSA, shall be brought to the attention of the Joint Health and Safety Committee. The parties further agree that any such incident(s) that resulted in an injury to an employee shall be documented and documentation shall be presented to the Joint Health and Safety Committee at their quarterly meeting.

41.03 The parties have a joint responsibility to ensure a workplace is free from Workplace Violence and Workplace Harassment. Therefore, the Union and the Employer are committed to reducing incidents of workplace violence including harassment and bullying. To that end the parties will actively consult and work with each other to reduce the potential for these incidents in the workplace.

The Employer will provide mandatory training on the prevention of workplace violence and workplace harassment; including bullying to all employees.

41.04 The Joint Health and Safety Committee shall be consulted in the implementation of any Health and Safety training programs. It is further understood that the Joint Health and Safety Committee may suggest any additional training and consideration shall be given to these recommendations.

41.05 Recommendations from the Joint Health and Safety Committee will be considered for revisions and amendments to CLSC Health and Safety Policies and Procedures.

41.06 Once approved by the co-chairs, the minutes of the JHSC meetings will be posted in each workplace. The JHSC may circulate other Health and Safety information for posting as they deem appropriate.

ARTICLE 42 – MULTI-SECTOR PENSION PLAN

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

42.01 (a) "Plan" means the Multi-Sector Pension Plan

(b) "Applicable Wages" means the basic straight time wages for all hours worked to a maximum of 40 hours and in addition:

- i) the straight time component of hours worked on a holiday; and
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay; and
- iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace;

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

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours probation

42.02 Each eligible Employee shall contribute an amount equal to 3.0% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 4.75%.

Effective April 1, 2023 the employee shall contribute, an amount equal to 3.25% of Applicable Wages to the plan.

42.03 The Employee and 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. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

42.04 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 Article 42.04 of the agreement 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

42.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust 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 A.

ARTICLE 43 – JOINT LOBBY

43.01 Throughout the term of the agreement, the Employer and the Union agree to continue lobbying the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families.

A key component of this lobby will be to push for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

The parties also agree to cooperate and participate in efforts to establish an effective process for central bargaining.

ARTICLE 44 – FUNDING ADJUSTMENTS AND TRANSPARENCY

44.01 Funding

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits during the term of this agreement, the Union and Employer shall meet to negotiate the method of allocation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding the current level of funding and any additional funding designated for wages/benefits.

It is agreed that any additional funding flowing from the Ministry that the Ministry targets to wages and/or benefits shall be in addition to any bargained economic increases.

ARTICLE 45 – RENEWAL, AMENDMENT AND TERMINATION

45.01 This Agreement shall be binding and remain in effect from April 1, 2020 until March 31, 2024 and shall continue from year to year thereafter unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this agreement.

45.02 In the event of such notification being given as to amendment of the agreement, negotiations between the parties shall begin within fifteen (15) days following such notifications.

45.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall automatically be extended until consummation of a new agreement or completion of the conciliation proceedings prescribed under the current Labour Relations Act of the Province of Ontario.

IN WITNESS WHEREOF the parties have hereto executed this agreement,

Signed at the City of St. Catharines on this 21st day of October 2021

For the Employer

Catharine Humphrey
Catharine Humphrey (Oct 21, 2021 11:18 EDT)

Sue Fielding-York
Sue Fielding-York (Oct 21, 2021 11:17 EDT)

Renee Dummillo
Renee Dummillo (Oct 21, 2021 11:17 EDT)

For the Union

Liz Valveson Reed
Liz Valveson Reed (Oct 21, 2021 12:27 EDT)

Carrie Dungeval
Carrie Dungeval (Oct 21, 2021 11:40:37)

Allyson Lee Ferris
Allyson Lee Ferris (Oct 21, 2021 14:53 EDT)

Madeline McArthur
Madeline McArthur (Oct 21, 2021 09:57 EDT)

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CLASSIFICATION QUALIFICATIONS

St. Catharines Preschool Services

Resource Consultant

Minimum Requirements

Early Childhood Education Certificate (ECE)

Resource Teacher Certificate (RT)

- Registration and member in good standing with the College of Early Childhood Educators for both ECE and RT certificates.
- Minimum of three (3) years working in community settings directly with people who have intellectual handicap and their families.
- Demonstrated knowledge of generic and specialized community services, their mandates and referral procedures.
- Valid G license Classification and use of their own automobile.

Adult Support Programs and Therapeutic Support Programs –

Support Coordinator I: (Includes Full time, Overnight Awake, Full Time Overnight Asleep, Permanent Part-time and Relief Part Time Positions)

Minimum Requirements

- Successful completion of Grade 12 or recognized equivalency examination from relevant post secondary school.
- Valid "G" License Classification. Valid "F" License Classification will be required at some program sites.

Support Coordinator II

Minimum Requirements

- Successful completion of community college diploma in E.A.S.N./D.S.W. Program or related university degree program. A Developmental Service Worker Certificate obtained through an Apprenticeship Program (recognized by the Ministry of Training, Colleges and Universities) along with 10 years of related experience will also be acceptable.
- Valid "G" Licence Classification. Valid "F" License Classification is required at some program sites.

Supported Living Co-ordinator

Minimum Requirements

- Successful completion of a two (2) year Community College Diploma in a relevant area such as D.S.W., S.S.W., E.R.S.N., E.A.S.N., D.H.S.W., etc. or a University degree with relevant course work in areas such as psychology, sociology, child studies, family studies, etc. A Developmental Service Worker Certificate obtained through an Apprenticeship Program (recognized by the Ministry of Training, Colleges and Universities) along with 10 years of related experience will also be acceptable.
- Minimum of three (3) years working in community settings directly with people who have intellectual handicap and their families.
- Demonstrated knowledge of generic and specialized community services, their mandates and referral procedures.
- Valid G license Classification and use of their own automobile

SCHEDULE "A" – CLASSIFICATION AND RATES OF PAY

| SCHEDULE A | | | | | | | | | | | | | |
|------------------------|-----------|------------------|-------------------|---------------|------------------|-------------------|---------------|------------------|-------------------|---------------|------------------|-------------------|--------------------------------------|
| | CURRENT | | | April 1, 2021 | | | April 1, 2022 | | | April 1, 2023 | | | PASSPORT HOURS |
| | PROBATION | AFTER 500 HOUR S | AFTER 2080 HOUR S | PROBATION | AFTER 500 HOUR S | AFTER 2080 HOUR S | PROBATION | AFTER 500 HOUR S | AFTER 2080 HOUR S | PROBATION | AFTER 500 HOUR S | AFTER 2080 HOUR S | |
| SLEEP RATE | 14.25 | 14.25 | 14.25 | 14.30 | 14.30 | 14.30 | 14.40 | 14.40 | 14.40 | 14.55 | 14.55 | 14.55 | WILL BE PAID, BASED ON THIS SCHEDULE |
| RESOURCE CONSULTANT | 19.07 | 19.57 | 27.85 | 19.12 | 19.62 | 27.90 | 19.22 | 19.72 | 28.00 | 19.37 | 19.87 | 28.15 | |
| PART TIME RELIEF SCI | 19.07 | 19.57 | 20.81 | 19.12 | 19.62 | 20.86 | 19.22 | 19.72 | 20.96 | 19.37 | 19.87 | 21.11 | |
| PART TIME SCI | 19.07 | 19.57 | 22.01 | 19.12 | 19.62 | 22.06 | 19.22 | 19.72 | 22.16 | 19.37 | 19.87 | 22.31 | |
| FULL TIME SC1 | 19.07 | 19.57 | 22.44 | 19.12 | 19.62 | 22.49 | 19.22 | 19.72 | 22.59 | 19.37 | 19.87 | 22.74 | |
| FULL TIME SC2 | 19.07 | 19.57 | 27.40 | 19.12 | 19.62 | 27.45 | 19.22 | 19.72 | 27.55 | 19.37 | 19.87 | 27.70 | |
| SUPPORTED LIVING COORD | 19.07 | 19.57 | 28.78 | 19.12 | 19.62 | 28.83 | 19.22 | 19.72 | 28.93 | 19.37 | 19.87 | 29.08 | |

The CURRENT figures for this chart include a PAY EQUITY Base Rate Adjustment that occurred after we agreed to make corrections to update the SCHEDULE A to accommodate previous Pay Equity Base rate adjustments

Lump Sum Payment as per Entitlement Schedule

- Upon ratification of the 2020-2024 Collective Agreement, the Employer agrees to pay in accordance with the Union Member Entitlement Schedule stipulated below.
- Individual union member entitlement is based on Year-to-Date average hours worked per week March 29, 2020 to March 27, 2021.

| Groupings | | Total Stipend |
|-----------------------------------|----------------------|---------------|
| Union Members working an average: | 30 - 40 hours a week | \$1,500 |
| Union Members working an average: | 20 - 29 hours a week | \$1,250 |
| Union Members working an average: | 10 - 19 hours a week | \$750 |
| Union Members working an average: | 0 - 9 hours a week | \$500 |

1. All employees being paid a wage rate higher than those listed above will be maintained at the higher wage rate until such time as their wage rate is equal to those listed above.
2. If the employer receives compensation that can be used for wages/salary/benefits from the Ministry, then the wage rates, salary rates, benefit rates will be adjusted upwards accordingly.

(PD-SN) Sleep Night Rate
.05 Cent Increase **April 1, 2021**

Sleep Rate (Minimum wage) 14.30

| <u>Hrly Rate</u> | <u>Awake</u> <u>Hours</u> | <u>Gross</u> <u>Wages</u> | <u>Max to</u> <u>Min Wage</u> | <u>DIFF</u> | <u>USN</u> <u>Hours</u> | <u>New Hrly rate</u> <u>Just for USN</u> <u>(E/F)</u> |
|------------------|------------------------------|------------------------------|----------------------------------|-------------|----------------------------|---|
| 19.12 | 5.00 | 95.6 | 143.00 | 47.40 | 5.00 | 9.48 |
| 19.62 | 5.00 | 98.1 | 143.00 | 44.90 | 5.00 | 8.98 |
| 20.86 | 5.00 | 104.3 | 143.00 | 38.70 | 5.00 | 7.74 |
| 22.06 | 5.00 | 110.3 | 143.00 | 32.70 | 5.00 | 6.54 |
| 22.49 | 5.00 | 112.45 | 143.00 | 30.55 | 5.00 | 6.11 |
| 27.45 | 5.00 | 137.25 | 143.00 | 5.75 | 5.00 | 1.15 |

(PD-SN) Sleep Night Rate
.10 cent increase **April 1, 2022**

Sleep Rate (Minimum wage) 14.40

| <u>Hrly Rate</u> | <u>Awake</u> <u>Hours</u> | <u>Gross</u> <u>Wages</u> | <u>Max to</u> <u>Min Wage</u> | <u>DIFF</u> | <u>USN</u> <u>Hours</u> | <u>New Hrly rate</u> <u>Just for USN</u> <u>(E/F)</u> |
|------------------|------------------------------|------------------------------|----------------------------------|-------------|----------------------------|---|
| 19.22 | 5.00 | 96.1 | 144.00 | 47.90 | 5.00 | 9.58 |
| 19.72 | 5.00 | 98.6 | 144.00 | 45.40 | 5.00 | 9.08 |
| 20.96 | 5.00 | 104.8 | 144.00 | 39.20 | 5.00 | 7.84 |
| 22.16 | 5.00 | 110.8 | 144.00 | 33.20 | 5.00 | 6.64 |
| 22.59 | 5.00 | 112.95 | 144.00 | 31.05 | 5.00 | 6.21 |
| 27.55 | 5.00 | 137.75 | 144.00 | 6.25 | 5.00 | 1.25 |

| (PD-SN) Sleep Night Rate | | | | | | |
|---------------------------------|------------------------------|------------------------------|----------------------------------|--------------|----------------------------|---|
| <i>.15 cent increase</i> | | | | | | April 1, 2023 |
| Sleep Rate (Minimum wage) | | | | 14.55 | | |
| <u>Hrly Rate</u> | <u>Awake</u> <u>Hours</u> | <u>Gross</u> <u>Wages</u> | <u>Max to</u> <u>Min Wage</u> | <u>DIFF</u> | <u>USN</u> <u>Hours</u> | <u>New Hrly rate</u> <u>Just for USN</u> <u>(E/F)</u> |
| - | | | | | | |
| 19.37 | 5.00 | 96.85 | 145.50 | 48.7 | 5.00 | 9.73 |
| 19.87 | 5.00 | 99.35 | 145.50 | 46.2 | 5.00 | 9.23 |
| 21.11 | 5.00 | 105.6 | 145.50 | 40 | 5.00 | 7.99 |
| 22.31 | 5.00 | 111.6 | 145.50 | 34 | 5.00 | 6.79 |
| 22.74 | 5.00 | 113.70 | 145.50 | 31.80 | 5.00 | 6.36 |
| 27.70 | 5.00 | 138.50 | 145.50 | 7.00 | 5.00 | 1.40 |

LETTER OF UNDERSTANDING

Between

CUPE Local 2276-01

And

Community Living St. Catharines

RE: Joint Action for Proper Compensation

The COVID-19 Pandemic served to highlight the importance and skills of all workers within the Developmental Services (DS) Sector. Eligible workers received Pandemic Pay from the Province of Ontario and were recognized as 'heroes' by Premier Doug Ford and also as being overworked and underpaid. The Pandemic Pay amounted to \$4.00 per hour for each hour worked in an eligible position from April 24th, 2020 to August 13th, 2020. A lump sum bonus of \$250.00 was also available to eligible frontline employees who had worked 100 hours or more in one of the designated four-week periods at an eligible workplace. This represents a potential wage enhancement of \$890 per 4-week period or \$11,570 if annualized.

The Province reintroduced a wage enhancement of \$3.00 per hour but, again, on a temporary basis from October 2020 to *April* 2021. This enhancement is for approximately 47,000 eligible workers in children, community and social services providing personal direct support services for the activities of daily living.

With the emergency currently declared over and with only temporary wage enhancements thus far, DS workers continue to work under the onus of the Congregate Care Regulation and Bill 124 and very limited secondary employment options. Many DS workers have seen their hours reduced and now all DS workers face the prospect of a 1% wage cap with no equal and opposite funding assistance to Employers for same.


Both CUPE Local 2276 and Community Living St. Catharines agree that the DS sector has been underfunded for years and that the 1% wage cap imposed by the Province of Ontario, does not adequately reflect the skills, dedication and responsibilities of DS workers. COVID-19 brought this issue to the forefront and the Parties agree that the declaration of the end of the emergency does not and cannot end the conversation about funding and wages in the DS sector.

Therefore, the Parties agree that they will each use their own respective communication/lobbying networks to ensure a letter reflecting all of the aforementioned is *delivered* to the Premier and MCCSS Minister demanding that, at a minimum, the original \$4.00 per hour wage enhancement be permanently reinstated for all DS workers.

Furthermore, the employer will contact its respective employer association(s) to determine *if there is a collective* interest in working jointly with CUPE to pursue this goal.

Signed at St. Catharines, Ontario, this 21st day of October 2021.

For the Employer


Catharine Humphrey, Oct 21, 2021 11:18 EDT

For the Union


UPEV Local 2276, Oct 21, 2021 12:27 EDT

LETTER OF UNDERSTANDING

Between

CUPE Local 2276-01

And

Community Living St. Catharines

RE: Employee Group Benefits

The Parties agree that an Ad-Hoc Committee will be formed within 60 days of ratification with membership of both management and Union to review and discuss the following:

- Current Employee Group Benefits
- Benefits for Permanent Part time employees

Signed at St. Catharines, Ontario, this 13th day of August 2021.

For the Employer


Catharine Humphrey (Oct 21, 2021 11:16:21)

For the Union


Lillian Vukobratovic (Oct 21, 2021 12:21:07)

LETTER OF UNDERSTANDING

Between

CUPE Local 2276-01

And

Community Living St. Catharines

RE: Schedules

The Parties agree that an Ad-Hoc Committee will be formed within 60 days of ratification with membership of both management and Union to review and discuss the following:

- Current schedules for Residential Services
- Christmas and New Year schedules
- Union's 28.03 proposals of SCI full time / overnight asleep schedule

Signed at St. Catharines, Ontario, this 13th day of August 2021.

For the Employer


Catherine Humphrey (Oct 21, 2021 11:16 AM)

For the Union


Liz Valinson (Oct 21, 2021 12:27 PM)

ADDENDUM A

This Addendum will provide summary information on the following employee government-related entitlements as per the Provincial or Federal Government. This summary is prepared with current information, (May 1, 2019) however, eligibility criteria and entitlements may change from time to time and it is recommended if exact details are required, that employees refer to the Employment Standards Act (Ministry of Labour) or Service Canada and related regulations available on their respective websites.

Article numbers listed in this Addendum refer to the Employment Standards Act and Ministry of Labour not the Collective Agreement Article. The Addendum includes the following entitlements:

Government of Canada - Service Canada

- Employment Insurance Maternity and Parental Benefits (available to either parent)
- Employment Insurance Sickness Benefit
- Family Caregiver Benefit for Children (critically ill children under 18)
- Family Caregiver Benefit for Adults (critically ill person over 18)
- Compassionate Care Benefits (for any person who requires end-of-life care)

Government of Ontario – Employment Standards Act (Ministry of Labour)

- Pregnancy Leave of Absence
- Parental Leave of Absence
- Family Medical Leave of Absence
- Organ Donor Leave of Absence
- Family Caregiver Leave of Absence
- Child Death Leave of Absence
- Crime-Related Child Disappearance Leave of Absence
- Domestic or Sexual Violence Leave of Absence
- Sick Leave of Absence
- Family Responsibility Leave of Absence
- Bereavement Leave of Absence
- Emergency Leave, Declared Emergencies under Emergency Management and Civil Protection Act
- Reservist Leave of Absence

Government of Canada – Service Canada

1. Employment Insurance Maternity and Parental Benefits

Employment Insurance Maternity Benefits provide financial assistance to:

- People who are away from work because they are pregnant or have recently given birth.
- Parents who are away from work to care for their newborn or newly adopted child.

-
- You could receive up to 55% of your earnings to a maximum amount.
 - Maternity benefits covers up to 15 weeks for the person giving birth, then Parental Benefits will follow.
 - The person receiving maternity benefits may also be entitled to parental benefits.

Employment Insurance Parental Benefits provide financial assistance to;

- Parents of a newborn or newly adopted child.
- You may choose either Standard parental benefits or Extended parental benefits
- If sharing this benefit, each parent same option, and can receive their weeks of benefits at the same time or one after another.
- Standard Benefits – up to 40 weeks, but one parents cannot receive more than 35 weeks of standard benefits.
- Extended Benefits – up to 69 weeks, but one parent cannot receive more than 61 weeks of extended benefits.
- Eligibility guidelines – accumulated 600 of insured hours of work in the 52 weeks before the start of your claim, other criteria may be applied.

2. Employment Insurance Sickness Benefit

Employment Insurance Sickness Benefits provides financial assistance to;

- Workers who are unable to work because of sickness, injury, or quarantine but who would otherwise be available for work if not for their incapacity due to medical reasons. To receive sickness benefits, you will need to obtain an EI medical certificate (available on Service Canada website on-line) signed by your Doctor or approved medical practitioner.
- Eligibility guidelines – the number of hours of insurable employment will depend on your situation. All hours are used to calculate your benefit period must have been accumulated during your qualifying period as stated by EI.
- The basic rate is 55% of your average insurable weekly earnings to up a maximum amount.
- May be eligible to receive up to a maximum of 15 weeks of EI sickness benefits.

3. Employment Insurance – Caregiving Benefits

You are eligible to receive financial assistance to help you take time away from work to provide care or support to a critically ill or injured person or someone needing end-of-life care. As a caregiver, you do not have to be related to or live with the person you care for or support, but they must consider you to be like family. If you are not a family member, the person must complete an attestation form to confirm that they consider you to be like family. Eligibility is also based on insurable hours of work to a maximum provided by EI.

- Family Caregiver Benefit for Children (critically ill children under 18) to care for a critically ill or injured person under 18 years of age, can be eligible up to 35 weeks of benefit.

-
- Family Caregiver Benefit for Adults (critically ill person over 18) to care for a critically ill or injured person 18 year of age or over, can be eligible for up to 15 weeks of benefit.
 - Compassionate Care Benefits (for any person who requires end-of-life care) to care for a person of any age who requires end-of-life care. End-of-life care is defined as providing care/support to a person who has a serious medical condition with a significant risk of death within 26 weeks (6 months).

You can receive benefits during the 52 weeks following the date the person is certified by a medical doctor or nurse practitioner to be critically ill or injured or in need of end-of-life care. You can take the weeks of benefits within this timeframe either all at once or in separate periods. The weeks of benefits can be shared by eligible caregivers either at the same time or one after another.

Government of Ontario – Employment Standards Act (Ministry of Labour)

1. ESA – Pregnancy Leave (Article 46)

- A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.
- An employee may begin her pregnancy leave no earlier than the earlier of;
 - a) the day that is 17 weeks before the due date and
 - b) the day on which the person gives birth
 - c) no later than the due date and the day on which she gives birth
- The employee shall give the employer written notice at least two weeks prior to the leave is to begin and the employer may request a medical certificate stating the due date.
- An employee's pregnancy leave ends;
 - a) 17 weeks after the pregnancy leave began
- An employee may give notice to end the pregnancy leave earlier, by giving the employer written notice at least four weeks before the day the employee wishes to end the leave.

2. ESA – Parental Leave (Article 48)

- An employee who has been employed by their employer for at least 13 weeks and who is the parents of a child, is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
- Parental leave may begin no later than 78 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time if that day was before the day of subsection 32 (of the ESA Act).

- An employee who has taken pregnancy leave must begin their parental leave when the pregnancy leave ends unless the child has not yet come into their custody, care and control for the first time.
- Employee must give the employer two weeks' notice before the day the leave is to begin.
- Parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

3. **ESA - Family Medical Leave (Article 49)**

- An employee is entitled to a leave of absence without pay of up to 28 weeks to provide care or support to an individual described in subsection (3) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed.
- An employee may take a leave under this section only in periods of entire weeks.
- An employee who wishes to take leave under this section shall advise the employer in writing.
- The employer may request a copy of the medical certificate.

4. **ESA - Organ Donor Leave (Article 49.2)**

- An employee is entitled to a leave of absence without pay (who has been employed by their employer for at least 13 weeks) who undergoes surgery for the purpose of organ donation. A medical certificate from a qualified medical practitioner may be required. The certificate should indicate the length of the leave, or if no period is prescribed, it can be for up to 13 weeks.

5. **Family Caregiver Leave (Article 49.3)**

- An employee is entitled to a leave of absence without pay to provide care or support to an individual described in subsection (5) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition; may include a condition that is chronic or episodic.
- An employee is entitled to take up to 8 weeks leave for the following individuals;
 1. employee's spouse
 2. Parent, Step-parent or foster parent of the employee or the employee's spouse
 3. Child, stepchild or foster child of the employee or the employee's spouse
 4. Grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
 5. Spouse of a child of the employee
 6. Employee's brother or sister
 7. A relative of the employee who is dependent on the employee for care or assistance
 8. Any individual prescribed as a family member for the purpose of this section

6. **Critical Illness Leave – Both for minor child and critically ill adult (Article 49.4)**

-
- An employee who has been employed by their employer for at least six consecutive months is entitled to a leave of absence without pay to provide care or support to a critically ill minor child who is a family member of the employee if a qualified health practitioner issues a certificate that;
 - a) states that the minor child is a critically ill minor child who requires the care or support of one or more family members and
 - b) sets out the period during which the minor child requires the care or support
 - Subject to subsection (4) an employee is entitled to take up to 37 weeks of leave under this section to provide care or support to a critically ill minor child.
 - An employee who has been employed by their employer for at least six consecutive months is entitled to a leave of absence without pay to provide care or support to a critically ill adult who is a family member of the employee if a qualified health practitioner issues a certificate that;
 - a) states that the adult is a critically ill adult who requires the care or support of one or more family members and;
 - b) sets out the period during which the adult requires the care or support
 - Subject to subsection (7) an employee is entitled to take up to 17 weeks of leave to provide care or support to a critically ill adult.
 - (7) if the certificate described in subsection (5) sets out a period of less than 17 weeks, the employee is entitled to take a leave only for the number of weeks in the period specified in the certificate.
 - Refer to subsection 49.4 of the ESA Act for definition of “family member”.

7. Child Death Leave (Article 49.5)

- An employee who has been employed by their employer for at least six consecutive months is entitled to a leave of absence without pay of up to 104 weeks if a child of the employee dies.
- An employee may take a leave only in a single period.

8. Crime-Related Child Disappearance Leave (Article 49.6)

- An employee who has been employed by their employer for at least six consecutive months is entitled to a leave of absence without pay of up to 104 weeks if a child of the employee disappears and is probable, considering the circumstances that the child disappeared as a result of a crime.

9. Domestic or Sexual Violence Leave (Article 49.7)

- An employee who has been employed by an employer for at least 13 consecutive weeks is entitled to a leave of absence without pay if the employee or a child of the employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave of absence is taken for any of the following purposes;

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1. To seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.
 2. To obtain services from a victim services organization for the employee or the child.
 3. To obtain psychological or other professional counselling for the employee or the child.
 4. To relocate temporarily or permanently.
 5. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.
 6. Such other purposes as may be prescribed, under Section 49.7.
- An employee is entitled to take, in each calendar year
 - a) up to 10 day of leave
 - b) up to 15 weeks of leave
 - If an employee takes a leave under this section, the employee is entitled to take the first five such days as paid days of leave in each calendar year and the balance of the entitlement as unpaid leave.
10. Sick Leave (Article 50)
- An employee who has been employed by their employer for at least two consecutive weeks is entitled to a leave of absence without pay because of a personal illness, injury or medical emergency.
 - An employee's entitlement of leave under this section is limited to a total of 3 days in each calendar year.
 - An employer may require an employee who takes sick leave to provide evidence reasonable in the circumstances that the employee is entitled to the leave.
11. Family Responsibility Leave (Article 50.0.1)
- An employee who has been employed by an employer for at least two consecutive weeks is entitled to a leave of absence without pay because of any of the following;
 - a. The illness, injury or medial emergency of an individual described in subsection (3)
 - b. An urgent matter that concerns an individual described in subsection (3)
 - An employee's entitlement of leave under this section is limited to a total of three days in each calendar year.
 - (3) Subsection applies with respect to the following individuals;
 1. The employee's spouse
 2. A parent, step-parent or foster parent of the employee or the employee's spouse
 3. A child, step-child or foster child of the employee or the employee's spouse
 4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
 5. The spouse of a child of the employee
 6. The employee's brother or sister
 7. A relative of the employee who is dependent on the employee for care or assistance

- An employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

12. Bereavement Leave (Article 50.0.2)

- An employee who has been employed by an employer for at least two consecutive weeks is entitled to a leave of absence without pay because of the death of an individual described in subsection (3) (see above under Family Responsibility Leave.
- An employee's entitlement to leave under this section is limited to a total of two days in each calendar year.
- An employer may require an employee who takes leave to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

13. Emergency Leave, under Declared Emergencies (Article 50.1)

- An employee is entitled to a leave of absence without pay if the employee will not be performing the duties of their position because of an emergency declared under section 7.0.1 of the *Emergency Management and Civil Protection Act* and
- Because they are needed to provide care or assistance to an individual referred to in subsection (8)

14. Reservist Leave (Article 50.2)

- An employee is entitled to a leave of absence without pay if the employee is a reservist and will not be performing the duties of his or her position because
 - a) the employee is deployed to a Canadian Force operation outside Canada
 - b) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath; or
 - c) the prescribed circumstances apply. 2007
- An employee is not entitled to begin a leave unless they have been employed by the employer for at least the prescribed period, or if no period is prescribed, for at least six consecutive months.