

COLLECTIVE AGREEMENT

BETWEEN:



COMMUNITY LIVING ~ FORT ERIE

AND:



CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276

April 1, 2022 to March 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN:

**COMMUNITY LIVING ~ FORT ERIE
(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 It is the purpose of both parties of this Agreement:

- (a) To improve the relations between the Employer and the Union and to provide settled and just conditions of employment,
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, service, etc;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all employees in the bargaining unit;
- (e) Bearing in mind that the primary purpose of the existence of the organization is the provision of the quality of life of individuals that have a developmental disability.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 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 support and advocacy of people with intellectual disabilities;
- (b) To maintain order discipline, efficiency, and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) To hire, transfer, layoff, recall, promote, demote, classify, assign and schedule duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or 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 all programs. 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 of the whole.

2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement and that the employer will exercise these rights in a fair and reasonable manner. The employer's rights shall not be used to direct the working force in a discriminatory manner.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees save and except Managers, persons above the rank of Managers, Executive Secretary to the Executive Director, and students employed during the school vacation period and hereby agrees to negotiate with the union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Managers as used in Article 3.01 above shall mean the Managers of Residential Services and one Manager in Community Support

3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

3.04 Managers will not perform work normally performed by employees in the bargaining unit, unless no bargaining unit employee is available to perform the work.

3.05 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.

It is agreed that volunteers, including students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis, shall be used only to enrich programs or provide other services, and shall not be used if such use affects the terms and conditions of employment of a bargaining unit employee, or replaces, or is used in lieu of employing a bargaining unit employee.

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, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sex or marital status, place of residence, nor

by reason of their membership or activity in the Union. However, nothing in this Article shall contravene the Human Rights Code of the Province of Ontario.

ARTICLE 5 – CHECK OFF OF UNION DUES

- 5.01 The Employer shall deduct from each employee included in the bargaining unit the appropriate union dues as established by the Union, based on hours worked up to a maximum of eighty (80) hours bi-weekly.
- 5.02 Deductions shall be made from each pay and forwarded to the Secretary- Treasurer of the National Office not later than the fifteenth of each month following the month of which such dues 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.
- 5.03 Annual T4 Income tax slips will note the annual amount of Union dues paid by each Union member for reporting the taxation year.
- 5.04 The Employer will obtain a signed consent form from each employee in the Bargaining Unit from which union dues are withheld. The full name, address, phone number, position, base site, and personal email 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, W.S.I.B., and/or absent for whatever reason from work.
- 5.05 The Employer will provide the Union with an up-to-date list of bargaining unit employees on the third Monday of January and June of each year. This list will include names, phone number, position, base site, and personal email address (provided by the employee at their date of hire). This list will also include all employees that are on a leave and what the leave is for (i.e. WSIB, LTD, etc.). The Union will be responsible to ensure personal emails remain up to date after the employee is hired.

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

- 6.01 The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union membership and dues check-off.
- 6.02 It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee once for the purpose of informing such employee of the existence of the union and presenting such employee with a copy of the Union Agreement.
- 6.03 The Employer shall notify the Unit Chairperson in writing monthly of all new employees hired throughout the preceding month.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties shall be directed:

To the Employer: original to the Executive Director

To the Union: original to the Unit Chairperson copy to the Secretary of the Union
except where specified elsewhere.

7.02 No Strikes or Lockouts

During the life of this agreement, the Union agrees there will be no strike, and the Employer agrees there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.

ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 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.

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 managerial personnel with whom the Union may be required to transact business.

8.02 A Union bargaining committee shall be elected or appointed and consist of not more than four (4) members of the Union and shall include a recording secretary for note taking purposes. The Union will advise the Employer of the union members of the committee in writing.

8.03 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 advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) may be granted access to the Employer premises in order to investigate and assist in the settlement of a grievance.

8.04 In any re-negotiations 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, upon prior notification to the Employer, up to but not including conciliation.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 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 their grievance in accordance with the grievance procedure.

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- 9.02 The Union shall notify the Employer in writing of the names of each steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.
- 9.03 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 is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Manager, which permission shall not be unreasonably denied.
- 9.04 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.
- 9.05 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

If the Steward and/or Grievance committee consider the issue to be a grievance, the employee shall discuss the issue with their Manager. The employee may choose to have their Steward present during the discussions with the Manager.

The employee is to clearly identify the issue to the Manager and the potential that it may become a grievance. If the issue is not resolved as a result, the grievance may, within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of the date on which the employee could reasonably have been expected to have knowledge of the circumstances which prompted the grievance, be submitted in writing to the grievers' immediate Manager. The Manager shall deliver their decision in writing within ten (10) working days following the date on which the grievance was presented.

STEP 2

Failing settlement being reached in Step 1, within five (5) working days following receipt of the immediate Managers answer, the Grievance Committee and/or grievor will submit the written grievance to the next level of Management, who shall deliver their decision in writing within five (5) working days following the day on which the grievance was presented.

STEP 3

Failing settlement being reached in Step 2, within five (5) working days following the decision under Step 2, the Grievance Committee will submit the written grievance to the Executive Director, who shall meet with the Grievance Committee within ten (10) working days. It is understood that at such meeting the Employer may have counsel and assistance if desired and the employee may have in attendance the National Representative if desired. The decision of the Executive Director or designate shall respond to the grievance in writing within ten (10) working days following the meeting.

STEP 4

Failing a satisfactory settlement being reached in Step 3, the dispute may be referred to Arbitration within thirty (30) working days of the day on which the Union received the Executive Director's reply to the grievance in Step 3.

Note: Working days shall be defined for the purpose of the Grievance Procedure as Monday to Friday excluding statutory holidays.

- 9.06 Replies to grievances stating reasons shall be in writing at all stages.
- 9.07 The Employer may supply the facilities for the grievance meeting.
- 9.08 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 9.09 Where a dispute involving a question of general application or interpretation of this Agreement occurs between a group of employees or the Union and the Employer, it shall be exchanged in writing between the Grievance Committee and the Executive Director or Designate, as is appropriate. The exchange will take place within ten (10) working days of the circumstances, or within ten (10) working days of the date on which the initiating party could reasonably have been expected to have knowledge of the circumstances giving rise to the dispute. The recipient shall meet with the other party and reply in writing within fifteen (15) working days following the date on which the exchange was made.

Failing a satisfactory settlement, the dispute may be referred to Arbitration within fifteen (15) working days of the reply.

- 9.10 An employee of the Employer shall not suffer any loss of pay for time spent in the investigation of grievances or for attendance at grievance meetings with the Employer up to but not including an arbitration hearing.

ARTICLE 10 – ARBITRATION

- 10.01 Where a grievance arises out of a difference between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where a grievance alleges that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the grievance to arbitration by a single Arbitrator.
- 10.02 If the parties fail to agree upon an Arbitrator within seven (7) days, the appointment shall be made by the Minister of Labour upon request of either party.
- 10.03 The Arbitrator shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall not be authorized to make any decisions inconsistent with the

provisions of this agreement or to alter, modify, or amend any part of this agreement or to deal with any matter not covered by this agreement.

- 10.04 Each party shall pay its own costs and the fees and expenses of witnesses called by them. The fees and expenses of the Arbitrators shall be shared equally between the parties.
- 10.05 Prior to a grievance being submitted to arbitration, either party may request the assistance of a grievance mediator. If the parties mutually agree to utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation hearing. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The Union shall be allowed to have a grievance Committee of three (3) employees in attendance during a grievance mediation hearing, one of whom shall be the chairperson of the unit or designate.

The cost of the grievance mediation service will be jointly shared by the parties.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01 The Employer will notify and supply the Union and the employees in writing simultaneously with a copy of any disciplinary or warning letter within five (5) working days of the Employer having knowledge of the act in question.
- 11.02 Any grievance resulting from a disciplinary or warning letter shall be processed through the Grievance Procedure as outlined in Article 9.
- 11.03 The Employer will notify the union and the employee simultaneously in all discharge or suspension cases as soon as possible and not later than five (5) working days after the discharge or suspension giving the name of the employee concerned and the reason for the discharge or suspension.
- 11.04 (a) A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director or designate, within five (5) working days after the discharge or suspension, or within five (5) working days after the Union has been notified, whichever is later.
- (b) Such grievance may be settled by confirming the Employers action 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 by the Arbitrator.
- 11.05 An employee shall have the right upon giving three (3) days notice in writing to have access to and review their 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.
- 11.06 Any letters of reprimand, suspension or any written or verbal warnings shall be removed from the employee's file after the expiration of sixteen (16) months from the date it was

issued, provided that there have been no other reprimands given regarding the same in the sixteen (16) month period. Once any reprimand has been removed from an employee's file it can no longer be used against this employee in any way.

- 11.07 Performance related information which is to be placed in an employee's file will be reviewed and signed by the employee for purposes of confirmation that the discussion took place only. Management will email the employee affected with a copy of any documentation which has been put on file.
- 11.08 A discipline matter, which has been resolved or modified, through the grievance procedure will not be replaced with a Letter of Expectation unless the parties agree to such remedy for that specified incident.

ARTICLE 12 – SENIORITY

- 12.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification or recognition of the Union.
- 12.02 A newly hired employee shall be on probation for the first five hundred (500) hours worked of their employment and shall not grieve regarding discharge during or as a result of the probationary employment provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation. Employees who have not passed probation are ineligible for floats, family, sick time accumulation. If management establishes that an extension to an employee's probationary period is required, Management and the Union will meet to discuss the issues and decide on how long the extension will be approved for. No employee will be required to serve more than one (1) extension of more than two hundred and fifty (250) hours.
- 12.03 Part time employees shall be defined as those employees who work twenty-three (23) hours a week or less. Part time employees shall accumulate seniority based on actual hours worked.
- 12.04 The Employer shall prepare and post a seniority list based on actual hours worked as of April 1st and October 1st of each year together with a list of each employee's compensatory time off.
- 12.05 An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They are absent for three (3) consecutive working days without notifying the Employer unless the employee was unable to do so.
- (c) They resign in writing and does not withdraw within five (5) days.

- (d) They fail to return to work within five (5) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. They must notify the Employer of their intentions upon receipt of the registered letter.
 - (e) They accept a position outside the bargaining unit.
 - (f) They are laid off in excess of 24 months.
 - (g) An On Call employee does not accept a shift in a four (4) month period.
- 12.06 No employee shall be transferred to a position outside the bargaining unit without their consent.
- 12.07 An employee who is temporarily assigned to a position outside the bargaining unit shall retain but not accumulate their seniority.
- 12.08 "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, paid sick leave, regular hours, overtime hours. The employer will credit all appropriate seniority at the time it is earned.
- 12.09 In the event of a proposed privatization, full or partial amalgamation of the Association with any other organization, the Employer agrees to meet with the Union before implementation to discuss the effects of such amalgamation on bargaining unit employees. Discussion shall commence between the parties within ten (10) working days of notice being provided to the Union unless the parties agree to meet at a later date.
- At any such meeting, the Employer will provide the Union with available information as to the nature of the changes, the date on which the changes will take effect, and the employees likely to be affected by such changes. The Employer shall also outline to the Union any plans of which the Employer may be aware to mitigate the impact on the affected employees.
- 12.10 Full time employees and permanent sleep shift employees and part time employees who have accessed Employment Insurance Benefits, and any employee who has accessed WSIB benefits will accrue seniority based on "their permanent posted position". Upon their return to work, the employee will provide to their manager documentation from the insurance carrier or EI or WSIB confirming the period of time they were in receipt of benefits. The employee will be credited for seniority on a bi-weekly basis running concurrently with their time off for such leaves.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

- 13.01 When a new position is created or when a vacancy occurs within the bargaining unit that management proposes to fill, the Employer will email notice of the positions to all locations. A hard copy will be printed and posted for a minimum of one week. All applicants will be contacted regarding the posting within five working days of the end of

the posting period. The Employer shall not be required to post any position which is of three (3) months or less duration.

13.02 Such notice shall contain the following information:

Nature of the position, qualifications, required knowledge and education, skills, shift, wage rate, and specified minimum hours of work, site/location, and tentative start date.

13.03 Both parties recognize:

- (a) the principle of promotion within the service of the Employer
- (b) that job opportunity should increase in proportion to length of service and increased qualification in connection therewith.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority providing they are capable and qualified to do the available work.

Employees that bid into temporary vacancies must complete the temporary assignment before being considered for other postings unless the new posting is for a permanent vacancy; or, the employee wishes to post for another temporary position which is more than three (3) months longer than the temporary position they are currently in; or, the employee is posting into a position with a higher pay rate.

13.04 The bargaining unit applicant with the most seniority who is actively working towards their certificate as per Schedule " A " shall be granted the position.

13.05 An employee who is transferred or promoted shall be placed on a trial period for five hundred (500) hours worked. If the employee proves unsatisfactory in the position during the trial period, they shall be returned to their 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 their former position, wage, or salary rate without loss of seniority.

13.06 When a transfer takes place should the position of the person that was displaced as a result of the transfer, becomes available within twelve (12) months they will be offered that position before it is posted.

13.08 Qualifications

Should job qualifications change, bargaining unit members will be deemed qualified in their current position and those qualifications for which the employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.

ARTICLE 14 – LAYOFFS AND RECALLS

14.01 Both parties recognize that job security shall increase in proportion to the length of service with the Employer. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority. Employees shall be recalled in the order of their seniority provided they are willing, capable, and qualified to perform the available work.

Bumping shall take place under the following conditions:

- (a) They have the core knowledge of the position. Applicants who have acquired certification will not be required to demonstrate core knowledge to qualify to work the trial period.
- (b) They meet the physical requirements of the position. (lifting).
- (c) They meet any critical qualifications of the position (suctioning, Non-Violent Crisis Intervention).
- (d) In the event of bumping up, the employees must be actively working toward their certificate. (One course per year is actively working towards certification).

Prior to bumping, the core expectations/job responsibilities, and any special or critical requirements of the position, will be reviewed with the employee. This meeting will be done with the Manager and Executive Director or designate and a Union representative to ensure the employee has the full knowledge and expectations of the position.

When an employee bumps, they shall have the normal orientation period plus a two (2) week trial period. The trial period will only be for the first bump. During the two-week trial period, should the Employee or Employer determine the position is not suitable, the Employee will have the opportunity to bump another less senior Employee.

14.02 New employees shall not be hired until those laid off have been given an opportunity of recall provided the employees on layoff are capable and qualified to do the available work.

14.03 Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

14.04 (a) Existing classifications shall not be eliminated or changed without prior agreement with the Union.

(b) Laid off employees shall retain their seniority for two (2) years from layoff date.

14.05 Notice and Disclosure

The Employer shall give the union ninety (90) 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 fully disclose to 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 15 – HOURS OF WORK

15.01 Permanent Employees

- (a) The following does not apply to On-Call employees.

Working days shall be planned in such a way as to equally as possible distribute free weekends and provide for consecutive days off.

There shall be no split shifts unless mutually agreed upon by the employer and the employee. The union will be notified of any split shift agreements. It is further agreed split shifts shall be restricted to limited situations and they shall not result in a reduction of Full Time Equivalent positions.

- (b) Permanent employees who are qualified to perform the required work will be scheduled to their maximum hours prior to scheduling temporary employees.
- (c) Regular time call ins will be offered to permanent employees in house first and then out of house according to seniority, prior to being offered to On Call employees.
- (d) It is agreed that the regular work schedule for Full time SW2 will be eighty (80) hours of work biweekly, with a consecutive Saturday and Sunday off every other weekend (two weekends off every month).
- (e) The regular hours of work for full time employees shall be eight (8) hours per day including a thirty (30) minute meal period.
- (f) In the case of sleep positions, the regular hours of work for full time employees shall be a minimum of eight (8) hours per day.
- (g) Permanent Sleep Shift employees and permanent Up Shift employees- the work schedule shall be seven (7) shifts biweekly with consecutive Saturday/Sunday off.
- (h) Permanent Part time employees – the regular work schedule shall consist of a maximum of forty-six (46) hours of work biweekly.
- (i) Temporary employee – an employee hired for a temporary assignment of one (1) year duration or less and who is not a permanent employee.
- (j) Temporary assignment of one (1) years duration may be extended with written mutual agreement of the union. If no mutual agreement, then the job is reposted.

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- (k) On-Call employee – an employee who has not regularly scheduled or guaranteed hours of work.
 - (l) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance and shall not be changed without permission of the Manager and the consent of the employee so affected. The Manager shall not deny the shift exchange provided that:
 - i) the shifts to be exchanged are equivalent in hours,
 - ii) no overtime results from the shift exchange,
 - iii) the shift exchange would not adversely affect the care of the person being served.
 - (m) Notwithstanding the limitations imposed on the parties by the posting process described above, should an unanticipated layoff or displacement occur after a schedule has been posted the regular hours of work scheduled under Article 15.01 (m) are not guaranteed beyond a two (2) week period in which the layoff or displacement occurs. The Employer will endeavour, when possible, to give two (2) weeks notice of how the Employees will change and when.
 - (n) It is agreed that the regular work schedule for Permanent Full time Flex (SW2) employees shall be forty eight (48) – eighty (80) hours bi-weekly with a consecutive Saturday and Sunday off every other weekend (two weekends off every month).

15.02 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of a shift.

15.03 Both parties agree that there shall be, according to need, a sleep position in the residences whose rate of pay shall be as outlined in schedule "A".

15.04 A permanent employee who chooses to inform the employer that they wish to be considered On Call will be allowed to continue accruing seniority for hours worked while working on call as per the collective agreement.

ARTICLE 16 – OVERTIME

16.01 Hours worked over eight (8) consecutive hours in a day, or over eighty (80) hours in a bi-weekly period or on a Holiday, shall be considered overtime.

In the event of a call-in, overtime shall be paid on hours worked over the normally scheduled shift. (e.g. over eight (8) hours on an eight (8) hour shift).

16.02 Overtime work before and after regular daily hours shall be compensated by pay at the rate of time and one half.

16.03 Overtime work before and after the regular weekly hours shall be paid for at the rate of time and one half for all hours worked.

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- 16.04 An employee required to start a new shift within eight hours of completing their previous shift, including overtime, shall be paid at the rate of time and one half for all hours which fall within the eight-hour turnaround time. In scheduling shifts, every effort shall be made to provide for a full twelve-hour interval between shifts whenever possible.
- 16.05 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 16.06 Overtime shall be divided as equally as possible among permanent employees who are willing and qualified to perform the required work prior to offering these hours to On Call employees.

All overtime work will be filled by doing call ins which shall be distributed on a rotation basis according to seniority for all those oriented to the location. Should there be no permanent employee available, On Call employees will then be offered the overtime.

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

16.08 Overtime

There shall be no regularly scheduled overtime worked in any operation while there are available employees on layoff able to perform the work.

Mandatory Overtime

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. That employee is required to contact their supervisor or designate to advise them that no other coverage is available having completed the call-in procedure mandatory overtime must be approved by management.

If in the event an employee is required to work mandatory overtime, they will receive overtime rate of pay:

- (a) double time (2x) for all mandatory hours worked.

This overtime rate applies in relation to the hours of work only as pertaining to article 15.

In cases of mandatory overtime should that employee need to make home care arrangements, the employer will endeavour upon request and where possible, to provide coverage for up to one (1) hour (unpaid) in order for that employee to make appropriate arrangements. It is understood that the employee will not receive payments for the time taken to make appropriate arrangements.

- 16.09 An employee who is called in to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regular scheduled hours and the work the employee is called in to do.

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- 16.10 (a) Instead of payment for overtime, an employee may choose to receive time off in lieu at the appropriate overtime rate at a time mutually agreed upon by the employee and the Employer. Any accumulated lieu time must not exceed one hundred and twenty (120) hours at any one time. Upon request, the employee can have any accrued paid out. Earned or banked lieu time may not be used to cover any picked-up shifts. Accumulated time in lieu must be taken by the last Friday of the first pay period ending in March. Overtime worked in March will be paid out during the pay period earned. Any employee changing positions will be paid out their banked hours prior to the start of their new position of a different rate of pay. Any accrual remaining at the end of this period will be paid out through the payroll during the following pay period. Employees may request in writing to the Executive Director or designate, prior to March 15, to carry forward a portion of time in lieu for a specifically identified special occasion. Management will not unreasonably deny such request.
- (b) When the employee requests banking of hours and it is paid out in error, the employer will deduct the appropriate amount in full immediately after notification to the employee unless the employee agrees to the payout. If the payment is recovered the hours will be credited back to their bank. If the payout is accepted the lieu bank shall be adjusted accordingly.
- (c) When the employer pays money to an employee in error the reimbursement of the overpayment money shall be in increments of no more than 20%, as per the Wages Act R.S.O. 1990, Chapter W.1, of their gross wages unless an amount greater is agreed to in writing by the employee.
- (d) Relief employees will not be eligible to bank overtime hours. Overtime hours will be paid out as earned.
- (e) Temporary employees will be eligible to bank overtime hours or receive pay for overtime hours as the temporary employee so chooses.
- 16.11 (a) All time spent at regular staff meetings, which they are required to attend shall be paid at the employee's regular rate of pay and the provisions of this Article shall not apply. Should the Employer require an employee to attend a staff meeting other than the regular monthly staff meeting, the above overtime provisions shall apply.
- (b) All time spent in training courses, conference and seminars which employees are required to attend, shall be paid at their regular rate of pay and shall be included in the regular hours of work. Every effort will be made to allow employees eight (8) hours off duty prior to or following such training assignments. Should there be less than eight (8) hours off duty as above, those applicable hours shall be compensated at the rate of time and one half.
- (c) When assignments for training are for a time less than the hours normally scheduled for the day, the employee will complete the balance of the hours at their work location.
- 16.12 When an employee is sent out of town with an individual and this results in an overnight stay, such employee shall receive sixteen (16) hours straight time pay for each day or

major part thereof, based on actual hours worked to a minimum of eight (8) hours and a maximum of sixteen (16) hours, and normal reasonable expenses as determined by the Employer. This article 16 shall not apply in the case of an employee taking an individual on vacation.

16.13 Sick time shall not be considered actual hours worked for the purpose of overtime calculation.

ARTICLE 17 – HOLIDAYS

17.01 The Employer recognizes the following as paid holidays:

New Years Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	* 2 Float Days
	** 2 Personal Days
Plus any other day(s) declared or proclaimed as a holiday by the Federal or Provincial Government.	
Float days are to be taken at a mutually agreed time between the first day of the first pay period in April and the last day of the last pay period in March.	
If float days and personal days are not taken by the end of the final pay period ending in March they will be paid out to the employee. The new entitlement year begins the first pay period in April.	
The employee will endeavour to schedule personal days in advance.	
PEL days (Bill 148) may only be used by those employees who do not qualify for the personal days outlined in Article 17.01.	

On-Call employees are not eligible to receive Float Days or Personal Days.

Part time employees will receive two (2) float days.

New hires will only receive float and personal days upon successful completion of their probationary period.

For clarification: personal, float, comp or sick days can only be used for REGULAR HOURS SCHEDULED within your current position.

17.02 When any of the above noted holidays falls on a Saturday or Sunday, Monday shall be deemed to be the holiday for the purpose of this Agreement, except when mutually agreed in writing between the Union and the Employer.

17.03 If any employee works an actual stat holiday:

The employee will be paid at the rate of one and one half (1 ½) for every hour the employee worked plus stat holiday pay, as per ESA.

If an employee does not work the actual stat holiday:

the deemed holiday will apply, and the employee will be paid stat holiday pay as per the ESA.

17.04 To be eligible for holiday pay an employee must work their scheduled workday immediately preceding and immediately following such holiday unless the employee was absent by reason of paid sick leave or on an authorized leave of absence.

17.05 The pay calculation for Statutory Holidays will be the greater of the entitlement under the current Employment Standards Act or the Collective Agreement. Seniority will accrue at one regular day based on the employee's permanent posted position.

ARTICLE 18 – VACATIONS

18.01 (a) An employee shall receive an annual vacation with pay in accordance with their years of employment as follows: (This graph illustrates allocation for full time only. Part time and Sleep Support will be rated as per Permanent Posted Positions).

As of the first day of the first pay period ending in April every fiscal year

Less than one year or 2080 hours worked	One (1) day per month to a maximum of 10 days – 4%
One year (2081 hours worked) or more but less than four years (8320 hours worked)	Fifteen (15) working days – 6%
Four years or more (8321 hours worked) but less than ten years (20800 hours worked)	Twenty (20) working days – 8%
Ten years (20801 hours worked) or more	Twenty-five (25) working days – 10%
Sixteen years (33280 hours worked) and over	One additional day for each Year of service to a maximum of 30 working days 26 days – 10.4% 27 days – 10.8% 28 days – 11.2% 29 days – 11.6% 30 days – 12.0%

An employee must take their vacation entitlement from April 1st to March 31st each year.

Employees shall only be required to use their vacation credits to cover regularly scheduled shifts/hours over the period of time that they are requesting for.

Relief employees will receive 4% vacation pay on bi-weekly basis.

- (b) Full time employees are entitled to book any or all of their vacation, based on their permanent posted position, in single days. (i.e. if you are entitled to five weeks vacation you may book 25 single days.)
 - (c) Employees returning from extended leaves such as pregnancy, parental, adoption leaves may take a portion of their vacation in periods of one week or more when mutually agreed to with the employee and employer.
 - (d) Temporary employees who are not permanent employees and On-Call employees will receive four percent (4%) vacation pay on a biweekly basis. The employee pay stub will identify such vacation pay.
 - (e) Part-time employees hired after August 2, 2007 shall receive their vacation pay on a bi-weekly basis, accrued as per ESA.
 - (f) When a part-time employee who has vacation entitlements is filling a temporary full time position their vacation entitlement shall be administered in accordance with the provisions of Article 18.01 (b).
 - (g) In residential services only one Full Time Support Worker (FTSW) per program may be off for a full week of vacation or approved comp time at a time. The employer shall approve vacation or approved comp leave to a maximum of one day for a second FTSW in the same location during the same time period.
 - (h) If an employee moves from one work site to another and their approved vacation conflicts with the approved vacation of the Support Worker at the location they are moving to, the employee changing locations will need to reschedule their vacation unless other arrangements are mutually agreed to.
- 18.02 If a paid holiday falls or is observed during an employee's vacation period, the employee shall schedule an additional vacation day with pay at a time mutually agreed between the employee and their Manager.
- 18.03 Vacation pay for each week of vacation shall be at the rate of 2% of gross annual earnings of the previous year.
- 18.04 An employee terminating employment at any time in the vacation year prior to using their vacation entitlement shall receive payment of all outstanding vacation entitlement.
- 18.05 On retirement after 15 years or more of service an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the current fiscal year.

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- 18.06 Vacation schedules shall be posted by April 1st of each year, but will remain subject to change by the Employer, who shall at all times endeavor to accommodate the requested vacation of the employee. Whenever possible, vacations shall commence immediately following an employee's regularly scheduled days off.
- 18.07 All reasonable efforts shall be made to ensure an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.
- 18.08 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 the regular rate of pay plus one vacation lieu day off for each day in which work was performed.
- 18.09 When an employee is hospitalized or qualifies for bereavement leave 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 a serious medical issue arises during their period of vacation the employee may request, in writing to the Executive Director, that the vacation credits not be deducted.
- 18.10 On-all employees (employees who have no regularly scheduled shifts) will be paid vacation pay with each day worked as opposed to accumulating and being eligible for taking vacation.

ARTICLE 19 – SICK LEAVE PROVISIONS

- 19.01 "Sick leave" means the period of time an employee is absent from work with pay by virtue of being disabled due to sickness or accident for which compensation is not payable under the Workplace Safety and Insurance Board Act, quarantined by a medical practitioner, or visiting a legally qualified medical or dental practitioner or chiropractor, for preventative or curative treatment, or a pregnancy related disorder.
- 19.02 (a) Permanent full time (80 hours) employees will accrue one and one half (1 1/2) days per calendar month towards an accumulative sick bank.
- Permanent full time (flex) employees will accrue one day per calendar month towards an accumulative sick bank.
- A permanent Part time employee hired prior to August 2, 2007 will accrue .75 (3/4) day per calendar month towards an accumulative sick bank.
- An employee will be allowed to accumulate up to 500 hours in their sick bank.
- (b) Half of the sick bank accumulation will be paid out an employee upon retirement to a maximum of 250 hours.
- (c) For the purpose of this clause retirement will mean leaving the employ of the employer after 15 years of seniority.

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- (d) On-Call employees will not be entitled to sick leave provisions.
 - (e) A permanent part time employee hired on or after August 2, 2007 will not be entitled to sick time benefits until they have successfully attained a permanent full-time position. Any permanent full-time employee, employed prior to August 2, 2007, who voluntarily accepts a permanent part-time position shall retain their banked sick time and shall continue to accrue sick time at a rate of .75 (3/4) day per calendar month towards an accumulative sick bank. An employee shall be allowed to accumulate up to 500 hours in their sick bank.
 - (f) Sick time may not be used to cover any picked-up shifts under any circumstances.
- 19.03 A deduction shall be made from sick leave credits of all normal working time (exclusive of holidays) absent for sick leave.
- 19.04 An employee shall be required at the employer's expense to produce a certificate from a certified practitioner for any absence under the sick leave provision in excess of four (4) working days, certifying that they were unable to carry out their duties. Where there is a reasonable doubt whether absenteeism is due to sickness, the Employer may require proof of sickness by a medical certificate at the Employer's expense for any absences providing such employee is notified in advance when possible.
- Between the period of December 24 and January 1 of any year scheduled employees shall be required to produce dated certification from a practitioner stating the employee was unable to work due to illness.
- 19.05 When an employee is laid off on account of lack of work, 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 layoff.
- 19.06 If an employee is injured during their working hours and is required to leave for treatment or is sent home by their Manager, a doctor or nurse as a result of such injury, they shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave credits.

ARTICLE 20 – LEAVE OF ABSENCE

- 20.01 The employer may 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 manager four (4) weeks in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted to the employer as soon as possible

Such leave shall not be for the purpose of taking employment elsewhere except as noted in section 20.03. Unless otherwise mutually agreed, such leave shall not exceed 90 days and seniority shall be retained during such leave. Such leave shall not be unreasonably denied.

Personal emergency days will be granted in accordance with Bill 148.

20.02 Employees elected or appointed by the Union to participate in Union business such as training, conventions, conferences, and executive duties of the Union shall be granted leave of absence without pay providing the Employer is given fourteen (14) calendar days notice. No more than a total of three (3) employees, being not more than one from any location may be absent at any one time. Employees on such leave will be paid by the Employer who shall then be reimbursed by the Union. Hours to be reimbursed by the Union, are to be submitted in April (for October 1-March 31) and October (for April 1-September 30) of each year to the unit chairperson.

20.03 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 a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office.

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 a vacancy occurs where they can apply their full length of service to the job posting.

20.04 (a) Pregnancy and parental leaves shall be provided in accordance with the employment standards act of Ontario as amended from time to time.

(b) All partners will be given two (2) days leave with pay for the day their child is born or adopted, if the day is their regularly scheduled work day.

(c) Employees on parental leave must notify their manager in writing at least four weeks prior to their expected return to work date. If an employee wishes to change the expected date to either a shorter period of time or longer, they must also give four weeks written notice to the manager.

20.05 Bereavement Leave

(a) A permanent employee (sleep and permanent part time staff are included) shall be granted ten (10) consecutive working days and for permanent part time 10 consecutive calendar days (at their PPP) leave of absence without loss of pay in the event of a death of an immediate family member. Immediate family member is defined as one of the following: spouse, partner, father, mother, brother, sister, child, stepchild, or grandchild. Five (5) consecutive working days leave of absence without loss of pay in the event of a death of an employee's grandparent, stepparent, stepbrother/sister, mother/father-in-law, son/daughter-in-law, brother/sister-in-law, or legal guardian. One week at their PPP for permanent part time employees.

(b) One (1) day leave of absence without loss of pay shall be allowed for the purpose of attending the funeral of an employee's aunt, uncle, nephew, niece, or

spouse's grandparent. Additional travel time, where required, will be provided without pay.

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, the requests must be made to the employer's management at the time of the first request and agrees to take the second leave within a six (6) months timeframe.

- (c) The above bereavement leaves shall be taken within a seven (7) day period of the death of the relative. If the employee was on a regularly scheduled day off work during the bereavement leave, this day off is considered one of the days of the leave and does not include pay for bereavement.
- (d) In recognition of the fact that circumstances, which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant bereavement leave without pay. Such leave shall not be unreasonably denied.
- (e) Sign-up Shifts shall be considered regular scheduled hours for bereavement purposes only.
- (f) When a person receiving support passes away on an employee's shift, employees directly involved with the supported person's care shall be entitled to one (1) day off with pay to cope with the trauma. Such employees shall be entitled to two (2) additional days off without pay (if necessary).

20.06 Time off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without deduction from normal daily pay.

20.07 Jury or Witness Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court provided the employee is not the plaintiff or accused person. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

20.08 Education Leave

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.

20.09 Leave for Public Duties

When elected to Federal or Provincial office, the Employer will grant leave of absence without pay and without loss or further accumulation of seniority for one (1) term of office. One further extension of one (1) term may be granted on written application.

- 20.10 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance up to but not including the arbitration procedure.
- 20.11 In a situation where an employee is assaulted, threatened, stalked, or subjected to any action or activity falling under the criminal code in the course of their duties they shall inform the Employer as soon as possible thereafter. If charges are laid, the employee shall be granted leave of absence without loss of regular pay to attend the court hearings.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

- 21.01 The Employer shall pay salaries and wages bi-weekly for the current pay period in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. Payroll will be directly deposited to the payroll account of each employee prior to noon on payday. The employer is not responsible for delays caused by the employee's financial institution.

Should the employee's pay deposit be in error so that there is a shortage of fifty dollars (\$50.00) or more due to an administrative error, the Employer shall issue a manual cheque to the employee by the end of the day provided the employer is notified of the error by one (1) p.m. For notice after one (1) p.m. the pay will be corrected the next business day.

In the event of employee error that results in overpayment the full amount may be recovered by the employer through electronic transfer immediately after the error is confirmed and the employee is notified. Seniority will be adjusted accordingly.

- 21.02 Employees shall receive equal pay for equal work.

- 21.03 (a) Travel rates paid to an employee using their own automobile for the employer's business shall be paid fifty (50) cents per kilometer effective the date of ratification to expiry of the Collective Agreement.
- (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 to have the use of an automobile.
- (c) The Employer shall also pay any parking charges excluding tickets or fines incurred by the employee during the performance of their employment duties.
- (d) All mileage for approved business related to the agency outside of the employee's normal travel to and from work will be compensated at the approved rate per kilometer.

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- (e) Should a person being supported damage an employees automobile or personal property deemed necessary to perform work during working hours, the employer shall pay the employees the cost of the damage, or replacement where appropriate provided the following conditions are complied with;
- i. notice of incident is given by the employee to their Manager within 24 hours of the incident,
 - ii. at least two estimates of the cost of the repair or replacement are provided by the employee to the employer,
 - iii. prior to the repair or replacement being affected approval in writing to proceed with the repair or replacement is provided by the employer. The employer will not unreasonably withhold approval and prompt payment will be made upon receipt of appropriate invoice,
- (f) Employees in the Community Supports Department shall be entitled to a monthly cell phone allowance of twenty-five (\$25) dollars.

21.04 The Employer shall reimburse the employee upon successful completion of an academic or technical course approved and/or required by the Employer.

21.05 The Employer may pay professional and/or license fees for an employee who, as a condition of employment, is required to be member of a professional association or be licensed.

21.06 The Employer may pay all legal and court costs as well as judgment costs, if any, for any action initiated against an employee by virtue of the performance of their employment duties except in an instance where the employee is found to be guilty of wrongdoing.

21.07 Safety Boot Allowance

Effective April 1, 2023, all maintenance staff will be provided with a safety footwear allowance of two hundred (\$200) dollars yearly. The employee will be reimbursed by the employer upon submission of a receipt.

21.08 Meal Allowance

As of April 1, 2023, a meal allowance of ten dollars (\$10) per day for lunch and twenty dollars (\$20) per day for dinner if necessary, during the workday. Pre-approval from management is required. The employee will be reimbursed by the employer upon submission of receipt.

ARTICLE 22 – EMPLOYEE BENEFIT PLANS

22.01 The Employer shall pay the full cost of the following plans for all permanent full time employees, all permanent sleep shift employees and 50% of the cost for all permanent part time employees who are eligible and currently enrolled in the benefit plan:

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- (a) Employer Health Tax (E.H.T.)
 - (b) A no-deductible dental insurance plan providing benefits comparable to the current Dental Insurance Plan at the current Ontario Dental Association Fee Schedule.

The Employer shall pay 100% of the cost for the provision of basic dental and the cost of major restorative services (dentures, crowns etc.) to a combined maximum of one thousand and two hundred (\$1200) dollars per insured per year.

In addition, the employer shall pay 50% for Orthodontics to a maximum \$1500.00 lifetime per insured.

- (c) The equivalent of the existing extended Health Care Plan with -\$10.00 single, \$20.00 family Deductible.
- (d) Group Life Insurance - two (2) times the annual earnings.
- (e) Long Term Disability with 65% of earnings to age 65; a waiting period of seventeen (17) weeks and a two (2) year "own occupation" definition of disability.
- (f) Vision plan: - As of April 1, 2023, Employees shall be reimbursed for corrective eyeglasses or contacts subject to the following conditions:
 - Family coverage shall be to a maximum of seven hundred dollars (\$700) per 24 months for self, spouse, or dependent child subject to the Employer being provided with an appropriate receipt.
 - Single coverage shall be to a maximum of three hundred and fifty dollars (\$350) every 24 months subject to the Employer being provided with an appropriate receipt.

- (i) The Employer will pay the full cost of Employer Health tax (E.H.T.) for part time employees (23 hours per week or less).
- (ii) Part time employees (23 hours per week or less) who require Dental Insurance and Extended Health Care Plan (\$10.00 single, \$20.00 family deductible) will be given access to the benefit plan on a pro-rated basis. (50% paid by employee, 50% paid by Employer).

Permanent Part time employees hired after August 2, 2007 will not be entitled to employee benefit plans until they have successfully attained a permanent full-time position. Any permanent full-time employee employed prior to August 2, 2007 who voluntarily accepts a permanent part time position shall continue to have access to employee benefit plans outlined in Article 22. Part-time employees employed prior to August 2, 2007 shall continue to have access to the employee benefits outlined in Article 22.

- (iii) The employer shall commence premium payments for the above Group Benefits plan upon the completion of an employee's probationary period.

The employer will notify the employee in writing that they have completed their probationary period and advise the employee of what benefits they are entitled and any associated costs. Upon receipt of this letter the employee will notify the employer in writing that they wish to participate in the plans.

- (iv) Coverage shall commence in accordance with the terms of the individual plans in this collective agreement.
- (v) In case of absence for illness or disability, other than pregnancy/parental leaves, the employer's contribution shall be paid to the above plans for a maximum of 6 months from commencement of the leave.
- (vi) In the case of a part time employee who is participating in any of the Group Benefits plans the employer will only continue to pay their share of premiums if the employee leaves postdated cheques with the employer to cover the employee's fifty percent portion of the premiums.
- (vii) An employee who has a permanent posted position that is filling a temporary vacancy will not be entitled to employer paid benefits other than those they are entitled to by virtue of their permanent posted position.
- (viii) The Employer shall provide a maximum \$3,300.00 for chiropractic and/or physiotherapy coverage per year.

The allocation for massage therapy shall be increased to \$300.00 per family per 12 months with no per visit cap.

- (ix) For employees on pregnancy/parental leaves, the employer's contribution shall be paid to the above plans for the duration of the leave to a maximum of twelve (12) months from the commencement of the leave.

22.02 When an employee refuses alternative available work with the Employer of at least equal hours and rate of pay of their position prior to layoff and for which the employee is qualified and capable of working, shall result in the loss of entitlement to Employer paid benefit plans. The Employer agrees to pay their portion of coverage for employee benefit plans for eligible employees the first three (3) months that an employee is laid off.

- 22.03 (a) The Employer agrees to cover all employees under the Workplace Safety and Insurance Act.
- (b) An employee receiving payment for a compensable injury under W.S.I.B. shall accumulate seniority and shall be entitled to all health benefits as specified in this Collective Agreement. While on W.S.I.B., the Employer shall continue to pay their share of premiums for the employee benefit plans for a maximum of one (1) year from the commencement of the absence.

NOTE: Due to the fact that the employer is only responsible for 50% of the premium payment for part-time employees, should a part-time employee be collecting W.S.I.B., the employer will only continue to pay their share of

premiums for the part-time employee if they leave post-dated cheques with the employer to cover their 50% of premiums for the entire time they will be off while collecting such benefits.

- (c) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

22.04 The Employer shall maintain an Employer sponsored RRSP. Effective April 1, 2023, the Employer agrees to make a matching contribution of the employee's gross wages of six percent (%6). The employee may contribute additional voluntary funds either on a bi-weekly basis or lump sum during the year up to a maximum amount permitted by tax law. Although the Employer's contribution belongs to the employee immediately, the employee will not be allowed to withdraw funds contributed by the employer while employed by Community Living Fort Erie.

ARTICLE 23 – GENERAL

23.01 The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

23.02 On termination of employment for any reason, the Employer may provide a letter of reference on request.

23.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, members can access this agreement on the Community Living Fort Erie work computers, or, if requested, be provided with a copy from the Union.

The printing of this agreement shall be at a cost and location mutually agreed upon by both parties.

The cost of printing this agreement shall be shared equally by the Union and the Employer.

23.04 The Employer shall supply all tools and equipment as determined by the Employer required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or proving that the tool was lost.

23.05 Labour/Management Committee

- (a) The Committee will comprise:

The Unit Chairman and three (3) other employees, the Executive Director or designate, and two (2) other Management representatives.

- (b) The Committee shall meet at the initiative of either the Unit Chair or the Executive Director or designate, Chairing the meetings will alternate.

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- (c) Matters considered will be those not dealt with in negotiations for a Collective Agreement or those which should be handled by the Grievance Procedure.
 - (d) The Union National Representative may attend a meeting at the request of either party.
 - (e) Time spent at such meetings shall be considered as time worked and will be paid at straight time hourly rate. i.e., The provisions of Article 16 do not apply.
 - (f) Both parties agree that workload will be a standing item on the Labour Management agenda.
- 23.06 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.
- 23.07 It is understood that legislation can be amended from time to time. Therefore, should any legislation be enacted which would provide a greater right of benefit to employees than those provided for in this collective agreement, the greater rights and benefits in the legislation shall prevail.

ARTICLE 24 – HEALTH AND SAFETY

- 24.01 The parties agree they have a mutual responsibility to both staff and persons receiving support for promoting a healthy and safe work environment by eliminating health and safety hazards and by developing and following safe work practices. Consistent with this principle and the nature and on which the Occupational Health and Safety Act is based the parties agree to the following:
- (a) The parties will comply with the duties and responsibilities under the Occupational Health and Safety Act as amended from time to time.
 - (b) The parties will work cooperatively towards the elimination of hazards in the workplace in order to reduce injuries and illness to the extent possible.
 - (c) The existing workplace policies on “Health and Safety” and “Workplace Violence” shall remain in effect unless amended by mutual agreement of the parties to the collective agreement.
- 24.02 (a) A Health and Safety Committee shall consist of members of whom at least half must be worker members (non-management employees from the workplace). The worker members representing union sites must be chosen by trade union(s) membership (H&S Act Sections 8(5a) and 8(5b)). The committee will consist of a minimum of two Union and two Employer members.

Committee meetings must be co-chaired by two members. One of the co-chairpersons is chosen by the members who represent the Employer [Section 8 (5e)].

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- (b) Committee members should meet at least once every three (3) months or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing, and improving health and safety conditions and practices.
 - (c) Members are entitled to take time to attend committee meetings, inspections, and investigations as well as to accompany Ministry Inspectors investigating an accident, potential hazard, or a work refusal (Section 8(12) and 28(5)). Members will be paid at either their regular rate, or, where applicable, their premium rate of pay (Section 8(12a)). Each member will be paid for one hour of preparation time before every committee meeting. If it becomes apparent that one hour is not sufficient, the committee can decide that more paid preparation time is required (Section 8(12a)). Inspection of work sites shall be performed at least once each year.
 - (d) The Employer agrees that it will comply with all applicable provisions of the Occupational Health and Safety Act of Ontario R.S.O. 1990, Chapter O.1 and all amendments thereto up to the date of the Agreement. This shall be a minimum standard required of the Employer during the term of this Agreement, which standard may be enforced against the Employer through the Grievance procedure.
 - (e) The employer and the Union agree that incidents of potential dangers and hazards in the workplace shall be brought to the attention of the Health and Safety Committee. The parties further agree that any incident resulting in an injury to an employee that requires medical attention by a doctor or nurse practitioner shall be documented and a copy of such documentation shall be forwarded to the Health and Safety Committee within 48 business hours of the incident. The Health and Safety Committee shall be responsible for the development and implementation of a health and safety program, including preventative management of potential dangers and hazards, and will recommend relevant training programs.
 - (f) The Joint Occupational Health and Safety Committee shall monitor, health and safety matters including but not limited to the implementation of the policies and procedures as set out in the agency Operational Manual including but not limited to:
 - i) Joint Health and Safety Committee
 - ii) Health and Safety Responsibilities
 - iii) WHMIS
 - iv) Accident/Incident Investigation
 - v) Near Miss/Hazard Recognition and Control Procedures
 - vi) Slips Falls and Prevention
 - vii) Right to Refuse
 - viii) Critical Injury
 - ix) Workplace Violence

- x) Infection Control, Universal/Standard Precautions And Prevention of Communicable Disease
- xi) Latex Exposure
- xii) Personal Protective Equipment
- xiii) Machine Guarding

24.03 The Employer agrees to develop explicit policies and procedures, which will address the prevention, management and follow up to crisis situations. The committee will include members of the Bargaining Unit, Management and Board of Directors.

24.04 Disputes

Grievances filed under this Article shall be filed at Step 3 of the grievance procedure.

24.05 Court

Any time spent in criminal court as a result of workplace violence, harassment or domestic violence (domestic violence arising out of or in the course of their duties) will be considered time worked.

24.06 Inclement Weather Conditions

The employer agrees that each employee will be entitled to a total of thirty-five (35) hours unpaid leave of absence for scheduled shift(s) due to inclement weather when such weather conditions force the closure of any main road into the location where the employee works. i.e. closure of QEW, Highway 3, Garrison Road, etc., or if the police/Municipal Government instructs people to stay off the roads.

These employees that are forced to stay at their workplace due to a co-worker being unable to attend work due to inclement weather conditions will be compensated at overtime rates for all hours that they are required to stay at work.

24.07 Transportation

Should an Employee require emergency care by a physician or hospital while they are at work, they shall receive transportation to the nearest physician or hospital at the expense of the Employer.

24.08 Injury Pay Provisions

- (a) An Employee who is injured or traumatized during working hours and is required to leave for treatment or is sent home for such incident, shall receive payment for the remainder of the shift at the Employee's rate of pay for that shift without deduction from sick leave. An Employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment related to the incident during regularly scheduled working hours.

- (b) The Employer agrees to provide debriefing and post-traumatic stress counseling for individuals who have been exposed to violence or aggression in the workplace (including secondary trauma and vicarious trauma).

ARTICLE 25 – DURATION OF AGREEMENT

25.01 This Agreement shall be effective from April 1, 2022 to 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. Within fifteen (15) working days of receipt of such notice by the one party, the other party is required to enter into negotiations for a new agreement.

25.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement and shall be confirmed in writing.

SENT FOR ELECTRONIC SIGNATURE ON THE 24TH DAY OF NOVEMBER, 2022

For the Employer

For the Union

Sandra Leemet
CL Executive Director

Liz Reed
Local 2276 President

Michelle DellaVentura
CL Manager of Quality Assurance

Kim Turner
Local 2276 Unit Chair

Kris Huggins
CL Manager of Residential Services

Jo-Anne Brown
CUPE National Representative

SCHEDULE "A"

POSITIONS	ORIENTATION RATE (DESIGNATED BY ESA MINIMUM WAGE RATE)	CURRENT RATE
Assistant Supervisor	\$15	\$29.22
Support Worker 2 with Certificate	\$15	\$28.88
Community Inclusion Facilitator	\$15	\$28.88
Support Worker 1 without Certificate	\$15	\$28.88
Sleep Shift Up Hourly	\$15	\$24.52
Sleep Shift Down Hourly	\$15	\$19.61
Overnight Awake	\$15	\$25.19
Maintenance Worker	\$15	\$28.88
Relief/On Call staff	\$15	\$20.63

By Memorandum of Agreement, it is agreed that, for the SW II's and AS, &0.87 of the \$0.52 (2014) and the \$0.52 (2015) paid will be applied to outstanding pay equity for those classes of employees.

- (a) Employees that are currently being paid more than the new SW1 rate will continue to receive their current rate plus negotiated percentage increase.
- (b) A residential sleep person's shift payment assumes five (5) hours sleep time and three (3) hours of support. (Sleep Shift Workers are required to be up the first hour into the shift and the last two (2) of the shift).
- (c) Full time uncertified employees currently working as a support worker 2 will continue to receive SW2 rate of pays until they voluntarily post out to a lower paying classification.
- (d) It is agreed that Support Workers with certificate by virtue of equivalency status will receive Support Worker with Certificate rate.

Certificate Equivalent – Support Worker 2

Successful completion of DHSW/DSW/DSW Certificate of Apprenticeship, or

A University degree or 2-year College diploma in a field related to Developmental Disabilities along with the following four DHSW/DSW courses:

Individual program planning or equivalent course content

Dual Diagnosis and Support Techniques or equivalent course content

Positive Behaviour Interventions or equivalent course content

Pharmacology or equivalent course content

(e) SHIFT LEADERS

The Employer will designate as required a Shift Leader who **shall** normally be the most senior Support Worker with a certificate. The Shift Leader will receive an hourly shift premium equivalent to the difference between the Assistant Supervisor rate and the Support Worker with Certificate rate.

- (f) New employees will be paid minimum wage for orientation training up to a maximum of forty (40) hours worked.

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING -FORT ERIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 2276

Re: Additional Funding, Wage Re-opener

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires March 31, 2024 with respect to the following matters.

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 any and all funding designated for wages and benefits.

Any ratified increase effective April 1st, 2022 will be included in the total allocation.

This Letter of Understanding forms part of the Collective Agreement.

SENT FOR ELECTRONIC SIGNATURE ON THE 24TH DAY OF NOVEMBER, 2022

For the Employer

For the Union

Sandra Leemet
CL Executive Director

Liz Reed
Local 2276 President

Michelle DellaVentura
CL Manager of Quality Assurance

Kim Turner
Local 2276 Unit Chair

Kris Huggins
CL Manager of Residential Services

Jo-Anne Brown
CUPE National Representative

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING -FORT ERIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 2276

Re: Labour Force Strategies/Joint Lobbying

The parties recognize the value of ongoing provincial dialogue as a means of sustaining labour peace and the progress, quality of service and sustainability of the sector. The parties therefore agree to support current and future provincial discussions which seek to strengthen the Developmental Service Sector and to make working in the sector a "career of choice".

The parties further agree to lobby the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to people with developmental disabilities and their families. Key objectives of this lobby are 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.

SENT FOR ELECTRONIC SIGNATURE ON THE 24TH DAY OF NOVEMBER, 2022

For the Employer

For the Union

Sandra Leemet
CL Executive Director

Liz Reed
Local 2276 President

Michelle DellaVentura
CL Manager of Quality Assurance

Kim Turner
Local 2276 Unit Chair

Kris Huggins
CL Manager of Residential Services

Jo-Anne Brown
CUPE National Representative

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING -FORT ERIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 2276

Re: Accumulated Lieu Time Bank

The above parties agree that any employee that currently has an accumulated lieu time bank exceeding 120 hours as of the date of ratification, shall not be required to cash out their bank prior to March 2023 as per article 16.10 (a) of the Collective Agreement.

The parties further agree that these employees will not have the ability to further bank any overtime hours until their current lieu bank is below 120 hours.

Signed at Fort Erie, Ontario, this 8th day of September 2022.

Community Living Fort Erie

Sandy Leung

Michelle MacArthur

Brianne Higgins

CUPE and its Local 2276

Kim Turner

Catherine Gomez

Kathy Mouningstar

Greg Reed

Reed

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