

COLLECTIVE AGREEMENT

Between:

COMMUNITY LIVING
Port Colborne Wainfleet

Leading the Way in Living

COMMUNITY LIVING PORT COLBORNE – WAINFLEET

And:

CUPE·SCFP
On the front line • Au cœur de l'action

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2276-03**

APRIL 1ST, 2022 TO MARCH 31ST, 2024

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COLLECTIVE AGREEMENT

Between

COMMUNITY LIVING PORT COLBORNE-WAINFLEET
(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 training, care, welfare, safety and comfort of all persons with a developmental disability enrolled or participating in programs;
- (b) To maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) To hire, transfer, lay-off, 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 or the whole.

- 2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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, supervisors, managers, persons above the rank of managers, executive secretary to the executive director, financial officers of the Community Living Port Colborne-Wainfleet, confidential secretaries to management. Ontario Labour Relations Board Certificate File #2126-78-R.

- 3.02 (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) Supervisors/Managers shall not perform work normally performed by employees in the bargaining unit, except in cases of emergency.
- (c) Co-op and placement students, volunteers and other job training positions shall be used to enhance and enrich the lives of people we support. It is clearly understood that at no time shall the above mentioned be on the work site without bargaining unit staff being present.
- (d) It is understood that 3.02 (b) and (c) will not result in the reduction of hours of work or pay for any bargaining unit member.

- 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 The issue of Passport employees shall be a standing item on the Labour Management agenda.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 Both parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised 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 pay from all employees within the bargaining unit, including probationary employees, 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.

5.02 Deductions shall be made each pay and shall be forwarded to CUPE National no later than the last day of that month. 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 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each union member in the previous year.

5.04 The Employer shall provide the Union with the following information in an electronic format:

- i. A monthly list of all employees from whose wages union dues have been deducted, and the amounts so deducted;
- ii. An annual list of all employees including work location, job title and status as full-time, part-time, or casual employee;
- iii. A monthly list of all employee names, addresses and home phone numbers.

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 for meeting each new employee, during their orientation, at the main office, for a period of fifteen (15) minutes for the purpose of informing such employee of the existence of the Union and presenting such employee with a copy of the Collective Agreement.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties shall pass to and from the Executive Director and the Secretary of the Union.

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 supervisory personnel with whom the Union may be required to transact business with respect to the Grievance Procedure.

- 8.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members of the Committee.

8.03 CUPE National Representatives

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's premises in order to investigate and assist in the settlement of a grievance.

8.04 Negotiations

- (a) In any renegotiation 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. Any member of the Union's Negotiating Committee may request a shift change for the shift immediately preceding or immediately following a scheduled negotiation session.
- (b) It is understood that members of the Negotiating 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 negotiation committee will be responsible for informing their supervisor of any scheduled negotiation meeting where their scheduled shift is affected.

8.05 Labour Management Committee

A Labour/Management 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 clients 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.
- (e) Discussing conditions causing grievances and misunderstandings.

The Committee shall meet at least six (6) times 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.

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 and its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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.

The Executive Director and the Unit Chairperson shall be designated as joint chairpersons and shall alternate in presiding over meetings.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 (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 their grievance in accordance with the grievance procedure.

(b) Grievance Committee

The Grievance Committee shall be comprised of the Chairperson and Chief Steward of the Union, 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.

9.02 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 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 full time 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 supervisor, which permission shall not be unreasonably denied. The Grievance Committee shall not suffer any loss of pay or benefits for the total time involved in grievance up to but not including the mediation / arbitration procedure.

9.04 Definition of a Grievance

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.

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 grievance, and, if the Steward and/or the Grievance Committee consider the grievance to be justified, they shall seek to settle the dispute by first discussing the grievance with their Supervisor/Manager or their designate within ten (10) working days of the event on which the grievance is based, or within ten (10) working days of when the employee could reasonably be expected to have knowledge of the event. It is also agreed that if the employee wishes Union representation during discussion, permission will be granted. If a satisfactory resolution to the grievance is not reached within two (2) days and a grievance is processed, then the following steps shall be taken.

Step 2

If a resolution is not achieved in Step 1, an employee together with their Steward shall refer it to the Supervisor/Manager or designate in writing within five (5) working days of the Employer's answer to Step 1. The Supervisor/Manager or designate shall reply to the employee in writing giving the answer to the grievance within five (5) working days from the submission. Two copies shall be sent to the Recording Secretary.

Step 3

Failing settlement being reached in Step 2, the employee with the assistance of the Grievance Committee shall submit grievance in writing to the Executive Director or designate within ten (10) working days of the response at Step 2. The decision of the Executive Director or designate shall be given in writing within ten (10) working days from the submission.

A meeting may be held between Management and the Grievance Committee at any time during the grievance process.

Step 4

Failing a satisfactory settlement being reached in Step 3, the dispute may be referred to mediation or arbitration providing such referral is made within fifteen (15) working days of the Executive Director's or designates decision in Step 3, or within fifteen (15) working days of a meeting held with Management and the Grievance Committee.

- 9.05 Replies to grievances stating reasons shall be in writing at all stages.
- 9.06 The Employer may supply the facilities for the grievance meeting.
- 9.07 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 9.08 a) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, steps one and two of this Article may be by-passed and the issue may be submitted in writing to the Senior Lead Human Resources within fifteen (15) working days of the event. The Senior Lead Human Resources shall reply in writing within fifteen (15) business days.
- (b) All grievance forms are to be hand delivered to the Senior Lead Human Resources or designate in an envelope clearly labelled "Grievance" or sent electronically.

- 9.09 It is understood and agreed any reference to designate shall not be a member from the bargaining unit for purposes of discipline as per Articles 9 and 11; or job performance appraisals.
- 9.10 Where a grievance concerns a Human Rights Code or an Occupational Health and Safety Act matter, steps one and two of this Article may be bypassed and the issue may be submitted in writing to the Executive Director within ten (10) working days of the event, and the Executive Director shall render their decision within a further ten (10) working days.
- 9.11 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.

ARTICLE 10 – ARBITRATION / MEDIATION

10.01 Grievance Mediation

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.

10.02 Referral to Arbitration

Where a grievance arises out of 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. If the parties fail to agree upon an Arbitrator within seven (7) business 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 it. The fees and expenses of the Arbitrator shall be shared equally between the parties.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01 Whenever the Employer requests to meet with an employee, the employee and the Union must be provided with two (2) business days' notice prior to the meeting. The two (2) business days' notice will be waived for suspension and termination. In these cases, enough notice should be provided to

ensure the Member has Union Representation. The Employer shall meet with the employee and a representative of the Union within five (5) business days of the employer first having knowledge of the act in question before issuing any disciplinary letter, including letters of suspension or termination and shall advise the employee of the nature of the meeting at the same time the employee and the Union receive notice of the meeting. If a disciplinary letter is subsequently issued, a copy shall be forwarded to the Union at the time it is delivered to the employee.

Any such letter shall be issued within five (5) working days of the meeting with the employee, or, if the employee is not available, within five (5) days of the date the Employer attempted to contact the employee.

No employee shall be permitted to sign a “waiver” refusing Union representation for a meeting with the Employer, without allowing the Union to meet with the employee prior to signing. A copy of the waiver will be sent to the Union within one (1) business day of the member having signed it.

Any grievance resulting from a disciplinary or warning letter shall be processed through the grievance procedure as outlined in Article 9.

Where an employee is called in for a meeting outside of their working hours, they shall be paid their appropriate rate of pay for all time spent in the meeting.

11.02 Coaching Sessions

- a) Coaching sessions are intended to be instructive meetings with an employee to clarify expectations and to modify or correct performance issues that may lead to discipline if the issue(s) prompting the need for coaching are not corrected.
- b) Coaching sessions are non-disciplinary, and any memos or notes taken relating to the session will not be used for disciplinary purposes. An employee and the Union will be apprised of coaching meetings forty-eight (48) hours in advance and the employee will be afforded the opportunity to have Union representation present during the coaching session with the employer.
- c) Performance appraisals are reference materials to be used for employee development purposes only. Performance appraisals may be referred to in counselling sessions but shall not be used as documentation to support disciplinary action.

11.03 Just Cause

- (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 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 Employer's 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.
- (c) In such a grievance the Executive Director shall render their decision within ten (10) working days of the lodging of the grievance.
- (d) Failing settlement, the grievance will be processed at Step 4 of Article 9.04

11.04 Viewing Personnel Files

- (a) An employee shall have the right to access and review their personnel record during regular office working hours. An employee that wants to review their file must submit their request in writing. Appointments to review the file shall be scheduled by mutual agreement at the earliest opportunity. A disagreement as to the accuracy of information contained in the file shall be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.
- (b) No evidence from the employee's record, of which the employee is not aware at the time of filing, will be introduced as evidence in the applicable hearing.
- (c) An employee shall have the right to have copies made of any material contained in their personnel record at the rate of \$.15/page.

11.05 Removal of Documentation

Any letter of reprimand, suspension, negative notations (excluding performance appraisals) or any written verbal warning shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued, or the parties have negotiated a lesser period of time provided the employee's record has been free of similar disciplinary offences during the twelve (12) month period.

ARTICLE 12 - Seniority

12.01 Seniority Defined

- (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 be used when determining promotion, transfer, demotion, layoff, permanent reduction of the work force and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Probation of New Employees

- (a) A newly hired employee, which shall include casuals, shall be on probation for 550 hours of their employment, and shall not grieve regarding discharge during or as a result of this probationary employment. After completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) All orientation and training hours, to a maximum of 40 hours for new employees will be paid in accordance of Ontario Employment Standards Act, 2000 the current minimum wage per hour.

12.03 Definition of Part Time

- (a) Part-time employees shall be those employees who work twenty-four (24) hours a

week or less. Part-time employees shall accumulate seniority on the basis of actual hours worked.

(b) Hours of Work

Actual hours worked as used in this agreement shall include paid time spent in staff training, orientation, staff meetings, paid statutory holidays, sick time and paid vacation time.

- (c) Casual employees do not accumulate sick leave and are paid vacation pay at the rate as per the Employment Standards Act 2000.

12.04 Seniority List

- (a) The Employer shall post copies of the seniority list of part-time employees based on actual hours worked and of full-time employees based on date of hire. The list shall be brought up to date as of April 1st and posted May 1st, and brought up to date as of October 1st and posted by November 1st of each calendar year. Such copies shall be delivered to the Union.
- (b) The Employer shall post copies of the seniority list of casual employees based on actual hours worked. The list shall be brought up to date as of April 1st and October 1st of each calendar year and shall be delivered to the Union.
- (c) Each employee's seniority shall be converted to a calendar date on the basis that 1800 hours equals one year of seniority, with the exceptions of employees hired prior to April 1st, 1984.

12.05 Retaining Seniority

An employee shall retain seniority if they are absent from work because of sickness, disability, accident, layoff, or leave 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 and do not withdraw the resignation in writing within three (3) days (72 hours) excluding Saturday and Sunday).
- (d) They fail to return to work within five (5) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause.
- (e) They accept a position outside the bargaining unit.
- (f) They are laid off in excess of twenty-four (24) months.
- (g) A casual employee does not work a minimum of four (4) shifts in a thirty (30) day period, provided the employee has been offered at least that many shifts.

12.06 No employee shall be transferred to a position outside the bargaining unit without their consent.

12.07 Casual Employees

- (a) Definition - Casual employees are those employees used on an occasional basis to fill in for absent regular employees or vacancies.
- (b) Provided no qualified regular employees are available, casual employees as defined in (a) (i) above may be used to replace regular staff and fill vacancies. Such employees shall not be entitled to the Health and Welfare benefits as per Article 22 of the Collective Agreement until they have worked continuously for 550 hours.
- (c) Casual employees as defined in 12.07 (a) (ii) above shall receive ten percent less than the Counsellor without certificate wage rate and shall receive vacation and statutory holidays in accordance with the Ontario Employment Standards Act. Such employees shall not be entitled to the Health and Welfare benefits as per Article 22 of the Collective Agreement.
- (d) Casual employees shall not be used if a regular employee who is available and qualified is willing to perform the available work.
- (e) When a casual employee accepts a permanent position, the employee's casual seniority shall be converted to a calendar date on the basis that 1800 hours equals one year of seniority.

12.08 Temporary Assignment of a Management Position

The Employer has the right to promote bargaining unit employees to management positions on a temporary basis, not to exceed 18 months in duration unless agreed to by the parties of this agreement to a maximum of 24 months.

Employees who accept a temporary management position will continue to pay Union dues while in the temporary assignment.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Postings / Start Date

When a new position is created within the bargaining unit or a vacancy occurs within the bargaining unit, the Employer shall post notice of the position in all job sites for a minimum of one week, so that all employees will know about the vacancy or new position. Any position may be posted at least two (2) weeks prior to any known upcoming vacancy and may be filled before the vacancy occurs. The Employer will discuss with the unsuccessful applicant, if the applicant so requests, the manner in which the applicant may improve their qualifications and their work in order to be considered for future vacancies.

When filling vacancies the senior employee who signed the job posting, if available and qualified will be deemed to have accepted the position unless otherwise agreed to by the parties of this agreement or unless any change has been made to the job posting.

A copy of all job postings shall be forwarded to the Chairperson with the names of the successful and unsuccessful applicants within one (1) week of the appointment.

The successful internal applicant, if any, shall be appointed to the position within three (3) weeks of the end of the posting period, unless the employee is not available for assignment at that time due to vacation, sick leave, etc. If the position becomes available again within the three (3) week turnaround period, the position will be offered to the next successful internal applicant. It will not be reposted.

If an employee accepts a *permanent position*, they must stay in that position for a minimum of six (6) months, except in the case of a promotion.

If an employee accepts a *temporary position*, they will be required to fulfil the length of the temporary position before applying to any other posting, except in the case of promotion or if the new posting is a permanent vacancy. Promotion will be defined from the employee's permanent position. Promotion is defined as any position that has an increase of regularly scheduled hours, rate of pay or classification or would result in reduced expenses to the employee. It is understood that the employee must provide documented proof of a reduction of such expense prior to the posting being assigned.

For clarity, the employer will post vacancies externally and internally concurrently, but no external candidate shall be awarded a position if a qualified internal candidate successfully applies within one (1) week of the job being posted.

13.02 The Employer and the two representatives of the Union shall meet within six (6) weeks of the signing of this agreement to review gender specific job postings. The written requests shall be viewed by the Union at the meeting. The committee will meet to review gender specific job postings whenever there is a move of residents.

13.03 (a) Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift/shifts and hours of work within five (5) hours per week and wage rate.

(b) Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminating manner.

(c) Gender Specific Postings

Positions shall not be designated as gender specific unless by prior agreement with the union. The employer will inform the union seven (7) days prior to posting of any new or change of an existing position which is gender specific, allowing the union time to investigate the need. The union shall not unreasonably withhold such agreement if there is a psychological or medical assessment of the individual, which states valid reasons for having this individual supported by an employee of a specific gender.

Postings shall be gender neutral in every other circumstances.

(d) It is understood that if a posting needs to be cancelled it will be cancelled in the week it was posted.

13.04 Application of Seniority

Both parties recognize:

- (a) The principle of promotion within the service of the Employer
- (b) That job opportunity should increase in proportion to the length of seniority and increase qualifications 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 available and qualified to do the available work.

13.05 Primary Support Person Qualifications

If a qualified Primary Support Person is not available, the senior applicant that is within two (2) courses of completing their certification shall be given the position temporarily at the Support Person's rate of pay until they complete their certification. They shall then be paid the Primary Support Person's rate of pay. The certification must be completed within one year of taking the Primary Support Person's position unless prior approval is given by the Employer

13.06 The Employer shall post any Training Courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- Type of course (subjects and material covered).
- Time, duration and location of the course.
- Minimum qualifications required for applicants.

This bulletin shall be posted for a period of two weeks on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

The senior qualified applicant who has not previously taken such courses shall be selected.

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

13.07 Temporary Positions

Less than four (4) months; The Employer shall not be required to post short term vacancies of less than four (4) months duration but shall fill such positions with bargaining unit members in accordance with seniority in the order set out in article 16.13 of this Agreement.

Four (4) months or more; Vacancies that are reasonably anticipated to be four (4) months or longer in duration shall be posted as a temporary position and awarded as per the provisions of this agreement.

13.08 When a Casual employee signs and is the successful candidate for a temporary position they will be considered in house for the purpose of "call-ins" and "known available work". They will receive the Counsellor II rate when their probationary period is completed.

Casual employees will also receive sick time credit as per Article 19. If the Casual employee's temporary position ceases and the employee returns to a casual status any accumulated sick leave that this employee has will be banked until such time as they return to a position other than casual.

ARTICLE 14 - LAYOFFS AND RECALLS

- 14.01 (a) Both parties recognize that job security shall increase in proportion to length of seniority. Therefore, in the event of a lay-off deployment in excess of two (2) weeks, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority and same qualifications, providing the employee exercising the right is able to perform the work within a reasonable trial period and with on the job training. The training shall be given during the hours of work. Time devoted to training shall be considered time worked.

The Employer agrees to meet every six (6) months to reassess and discuss the deployment of all staff.

- (b) Definitions

A lay-off shall be defined as a reduction in the work force or a reduction in the regular scheduled hours of work as defined in this agreement. Management personnel, placement students, volunteers and 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 scheduled hours of work.

- (c) Administrative Process prior to Bumping

The Employer shall meet with the Union Executive fifteen (15) days, prior to a lay-off to review the updated seniority list and to discuss the order of lay-off. These meetings will be intended to provide an opportunity to look to identify and implement reasonable alternatives to the proposed lay-off. These meetings will not delay the lay-off process and to the extent necessary, both parties will maintain the confidentiality of information shared in the meeting. The Employer will supply the Union with an updated seniority list that shall be used prior to layoff notices being issued. Where short-term layoffs of less than two weeks are necessary, employees on the shift(s) that are not needed in that location will be offered, in seniority order, the opportunity to volunteer for the layoff. If there are insufficient volunteers and forced layoffs must be initiated, employees will be laid off in reverse order of seniority in that location.

- (d) Reinstatement Opportunity

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

- (e) Recall from Layoff

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. 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 will respond to the registered mail notification within five (5) days to confirm their acceptance of the position. The employee is solely responsible for their proper address being on record with the Employer.

- (f) Employees on lay-off shall be given preference for temporary vacancies which, are expected to exceed five (5) working days. The vacant position will not exceed their regularly scheduled hours of work. An employee who has been recalled to such a 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.

14.02 Employees shall be recalled in the order of their seniority as per Article 14.01 above.

- 14.03 (a) New employees shall not be hired until those laid off have been given an opportunity of recall provided the employees on lay-off are available and qualified to do the available work.
- (b) In order that the efficient operation of the Union will not be jeopardised when a lay-off occurs, 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.

14.04 Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 15 - Hours of Work

15.01 The following section is intended to define the normal hours of work for a full-time employee but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. The regular workday shall be eight (8) hours per day and forty (40) hours per week, but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.

- (a) Scheduling

With respect to scheduling, it is understood and agreed that no change in the present scheduling will be brought into effect without prior consultation with the Union.

- (b) Working days shall be planned in such a way as to equally as possible distribute free weekends and provide for consecutive days off.
- (c) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and shall not be changed without the knowledge and consent of the employee so affected. However, if the Employer is unable to give two weeks' notice but is able to give one week's notice, the Employer may change the schedule provided that such change shall not result in any regular full-time or part-time employee receiving less than their normal week's wage.

- (d) Length of Shift and Shift Extensions

No shift shall be scheduled less than three (3) hours with the exception of scheduled staff meetings or training sessions. No shifts shall be scheduled more than eight (8) hours, unless other hours are agreed to by the parties of this agreement. With the agreement of the employee affected, the Employer may extend a scheduled shift by not more than two (2) hours in order to provide staffing coverage.

It is understood that this provision will not be used to reduce regularly scheduled hours.

(e) There shall be no split shifts save and except drivers scheduled for the individual's transportation purposes, orientation, training and/or meetings unless otherwise agreed to by the parties of this agreement in writing.

(f) Shift Changes

Subject to the following stipulations the agency may allow an exchange of shifts at the request of two employees provided approval of the immediate Manager is obtained in advance. Managerial approval shall be granted unless the exchange will result in additional costs to the employer or have a bona-fide detrimental impact on the operations of the particular work site at which the proposed shift change is to take place.

i) Requests to exchange shifts should be submitted in writing to the Manager at least seven (7) calendar days in advance of the requested exchange. Where less than seven (7) days' notice is given the employee must contact the manager, *prior to submitting the shift change request*, to identify why seven (7) days' notice could not be given. A request made on short notice will not be unreasonably denied.

ii) An employee may not request or accept more than two (2) shift changes with the same person for the same shift in the same calendar month. Under extenuating circumstances, a manager may, at their discretion, approve additional shift changes as an exception to this limit.

iii) For further clarity, it is agreed that once an employee has agreed to change shifts with another employee that employee cannot switch those same shifts with another employee. (No shift changes on shift changes.)

iv) If an employee calls in sick for a shift, they have shift changed, they may be requested to provide a doctor's note in order to be paid for the shift.

(g) When an employee is required to attend training or staff meetings they shall maintain their regular schedules and be paid straight time hours for the time spent in the training or staff meeting. These hours will not be considered time worked for the purpose of calculating overtime.

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

15.03 Overnight Shifts

Employees working an Overnight Shift will be paid as per Schedule A, for each hour in residence. Time spent in residence during the Overnight Shift shall be considered as time worked for seniority and overtime purposes.

During downtime on the Overnight Shift staff are authorized to rest (includes sleep) provided the required checks are completed and individuals in their care do not have needs that require staff assistance.

When an employee on the Overnight Shift is required to attend to an individual's needs they shall be paid at the support person rate of pay for each hour (or part hour) they are attending to an individual's needs during the Overnight Shift provided that;

- i. A report is completed and faxed to the office.
- ii. Failure to complete the report will negate entitlement to the support person rate of pay.
- iii. Employees on Overnight shift that are required to attend training or staff meetings shall maintain their regular schedules and be paid at the Support Person rate for all time spent in the training or staff meeting.

15.04 Flex Positions

The following conditions will apply to Flex positions.

It is agreed that there will be no more than four (4) Flex positions.

Employees in Flex Positions;

1. Will be scheduled 25 – 40 hours per week; will be entitled to employer paid benefits;
2. Will not be scheduled to work statutory holidays but can accept these shifts as per Article 16.13;
3. Will be scheduled at least one day off each week;
4. Will be orientated at all locations as quickly as possible;
5. Must be available and able to work all shifts;
6. Can be assigned hours of work until they reach 40 hours each week;
7. Will not be scheduled to work split shifts without their specific agreement on a case by case basis.
8. Vacation for Flex staff will be recorded and allocated by separate list for the flex positions only.
9. Flex staff will be assigned a home location for the purpose of call in and available work and for accumulating and using lieu time.
10. Scheduled shifts for flex position employees will be assigned at least seven (7) days in advance. Flex staff shall be scheduled to the home or program with the highest need. It is understood that where practicable, flex staff seniority shall be used to determine allocation for longer shifts.
11. Will not be offered block call-ins.

ARTICLE 16 - OVERTIME

- 16.01 All time worked before or after the regular workday, the regular work week, or on a holiday, shall be considered overtime.

- 16.02 Overtime work before and after the regular daily hours shall be compensated by pay at the rate of time and a half.
- 16.03 Part time employees will be called in on the normal procedure and shall not receive overtime until after forty (40) hours per week.
- 16.04 With the exception of employees working in the Residences, an employee required to start a new shift within twelve 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 twelve-hour (12) turnaround time. In scheduling shifts, every effort shall be made to provide for a twelve-hour (12) interval between shifts whenever possible.
- 16.05 An employee required to work more than three (3) hours overtime consecutive with their regular shift that was accepted/assigned that day, shall be provided with a meal or with a ten-dollar (\$10) meal credit upon request and with proof of receipt.
- 16.06 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 16.07 Overtime and call back time shall be divided as equally as possible among employees who are willing and qualified to perform the required work.
- 16.08 No employee shall be required to work overtime against their wishes when other employees in that program are available to perform the required work.
- 16.09 There shall be no regularly scheduled overtime worked in any operation while there are available employees on lay-off able to perform the work.
- 16.10 An employee who is called into 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.
- 16.11 Time in Lieu
- Instead of cash payment for overtime, 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. Overtime time off reserved in lieu of cash payment will be accrued to a maximum of 80 hours. All time in lieu is paid out at the end of the fiscal year. Overtime reserved for time off can only be reserved if the overtime is incurred in the program location to which the employee is regularly assigned. If an employee accepts an overtime shift in their home location and they are transferred to another work site they may save their overtime as time in their home location.
- 16.12 Authorization for Overtime
- Overtime must be authorized by the employee's supervisor, normally in advance. When unusual circumstances arise that may require an employee to stay beyond their normal hours, such employee shall not require approval in advance. In the event of an unusual circumstance, every effort must be made to notify the supervisor or Director.
- 16.13 Call in Procedure
- The following order shall be used when replacing employees:

- (a) Part-time employees according to in house seniority as per work week until hours worked equal forty (40).
- (b) Part-time employees according to out of house seniority as per work week until hours worked equal forty (40).
- (c) Available overtime call-ins will be completed according to full-time in/out seniority as per work week prior to being offered to part-time employees who have worked forty (40) hours. Each person shall be offered one overtime shift according to seniority prior to an employee being offered the second overtime shift, up to a maximum of sixty (60) hours per week, whereafter casual employees may be offered shifts in order of seniority.
- (d) Time in lieu call-ins will only be made to employees who will not run into overtime.
- (e) Call-in replacement for a thirty-five (35) hour or more scheduled employee will be completed as one (1) block. The regularly scheduled hours of the employee that accepts the thirty-five (35) hour block will be filled as per the call-in procedure. All other available work will be completed as per article 16.13 (a), (b) and (c), provided that no employee may volunteer to pick up hours resulting in their working in excess of sixty (60) hours per week except to address a stuck shift. Except to backfill blocks of thirty-five (35) hours or more, no employee is permitted to give up their regularly scheduled hours in order to pick up vacant shifts under any procedure.
- (f) Employees scheduled to work permanently in more than one location will be considered "part-time in" for the location where the most hours are scheduled, and "part-time out" for the location(s) where the lesser hours are scheduled. Where the posting indicates that the scheduled hours are evenly split between locations, the Employer will specify the "part-time in" designated location.
- (g) All employees will be offered a forty (40) hour call in as per the call-in procedure, except primary support persons.

Employees must be available, qualified, and willing to perform the available work and they must inform the person calling them into work whether such work would require overtime payment. Supervisors must keep a record of employees called.

For the purpose of this Article 16.13 only, part-time employees shall be defined as those employees who are regularly scheduled to work less than forty (40) hours per week.

16.14 Orientation Hours

Employees replacing an employee by reason of job posting, temporary position, call-in, or a newly hired employee may volunteer for an orientation period. Such employees shall be paid at straight time and hours accumulated during orientation period cannot be used to cause any other form of overtime. The duration of orientation required shall be determined by the supervisor responsible for that location.

Lack of orientation will not impede an employee from accepting a position, and the employer will be required to allow orientation for said employee.

16.15 (a) Call in Duties

In the event that an employee is required to do call-in duties, that employee shall receive a premium rate of one-dollar (\$1.00) per hour for four (4) hours for performing this task in addition to their rate of pay. In this clause seniority in the home has preference.

- (b) An employee having refused to accept a call-in to work on three successive occasions in each individual home, shall forfeit being called again in that home during the life of this agreement. An employee has the right of appeal to be reinstated on the call-in list.

16.16 Employees who have completed their shift but are unable to leave due to no replacement worker being on site will be paid overtime for all hours in which they stayed beyond the end of their normal shift. Approval of management must be obtained prior to working the extra hours.

16.17 Filling Short Term Vacancies for Counselor I

When filling a Counselor I position for a vacancy that exceeds two (2) weeks but is less than four (4) months in duration, the available hours will be filled as a “continuous block call in” versus a weekly block. If needed, an employee that accepts this block will be able to have five (5) days off during this block call in period.

ARTICLE 17 - Holidays

17.01 Statutory Holidays and Float Days

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
	*Two (2) prorated float 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 January 1 and December 31 of each calendar year. The Employer shall give the employee a response to their float day request within seven (7) calendar days of its submission. A request made on short notice will not be unreasonably denied. An employee may choose cash payment in lieu of float days upon request.

A Casual employee must have completed probation in order to be entitled to Float Days. If a Casual Employee is in a temporary position for six (6) months or less each calendar year they will be entitled to one (1) float day. If a Casual Employee is in a temporary position of more than six (6) months each calendar year they will be entitled to receive two (2) float days. The calculation for float day pay for part-time employees is: total hours worked for the prior 4 weeks x 8 divided by 160, minimum of 4 hours/maximum of 8 hours.

17.02 Except for those employees scheduled to work on the actual holiday, when any of the above holidays fall on a Saturday or Sunday, Monday shall be deemed to be the holiday for the purposes of this Agreement. There shall be no duplication of holiday pay because of this Article.

17.03 An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work and, actually works, shall be paid at the rate of double time and a half. Any hours accepted on a holiday cannot be used for the purpose of accumulating overtime for that shift.

17.04 In order to qualify for the holiday, an employee must:

- (a) Work their full scheduled shift immediately preceding and immediately following the holiday, unless the employee was absent due to illness, accident, hospitalization certified by a medical practitioner; or vacation, bereavement or other approved paid leaves of absence.
- (b) If required to work on the holiday, the employee will report to work as scheduled unless absent due to illness, accident, hospitalization certified by a medical practitioner, or bereavement or other approved leaves of absence.

17.05 Calculation of Holiday Pay for Part Time Employees

For the purpose of Article 17.05 - only the calculation of holiday pay for employees who are regularly scheduled to work less than forty hours (40) hours per week is:

- Total hours worked for the prior 4 weeks x 8 divided by 160
- Minimum of 4 hours/max of 8 hours.

ARTICLE 18 - Vacations

18.01 Entitlement

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

As of June 30th of any Year

Less than one year	One working day per month to a maximum of 10 working days
One year but less than two years	2 weeks
Two years but less than six years	3 weeks
Six years but less than ten years	4 weeks
Ten years but less than twenty-five years	One additional working day for each year of employment to a maximum of 5 weeks
Twenty-five years and over	6 weeks

An employee must take their vacation entitlement from the first pay period of April to the last pay period of March of each year it falls.

18.02 Statutory Holiday during Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon between the Employer and the Union.

18.03 Pay

Vacation pay for each week of vacation shall be at the percentage rate set out in the Employment Standards Act 2000 of gross annual earnings based on the previous calendar year.

18.04 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

18.05 On retirement at age 65 or over, 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 calendar year.

18.06 Posted Schedules

Vacation schedules shall be posted by March 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. Annual vacation request forms must be submitted no later than the last Monday in February. Should more than one employee from a work site request the same vacation period, such time shall be granted according to seniority. It is understood that seniority will not govern for vacations requested after March 1st of each year. Whenever possible, vacations shall commence immediately following an employee's regularly scheduled days off.

The Employer shall give the employee a response to their vacation request within seven (7) calendar days of its submission.

Prior to granting any vacation requests received after March 1st the Scheduling Co-ordinator shall review all vacation requests to verify if any requests for that time off have already been submitted and placed on hold due to the existence of a conflict at time of submission.

It is understood that all vacation requests submitted after March 1 will be on a first come first serve basis.

18.07 All reasonable efforts shall be made to ensure an unbroken period of vacation unless mutually agreed 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 Hospitalization and Bereavement

Where 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, as mutually agreed upon between the Employer and the employee.

18.10 Day Program Shutdown

At all the Day Programs, there shall be a vacation shutdown of three weeks. All employees must use this shutdown as part of their annual vacation entitlement or choose to work at other locations to replace

employees who are absent or scheduled to be on vacation. This shutdown will take place in July or August and during the week between Christmas and New Years of each year and shall be scheduled and posted prior to February 1.

18.11 Single Days

- (a) An employee entitled to three (3) weeks of vacation shall be permitted to take up to five (5) days of vacation in increments of single days or more;
- (b) An employee entitled to four (4) or more weeks vacation shall be permitted to take up to ten (10) days of vacation in increments of single days or more;
- (c) An employee entitled to six (6) or more weeks' vacation shall be permitted to take up to fifteen (15) days of vacation in increments of single days or more;
- (d) All other vacation shall be taken in blocks of weeks.

18.12 When a casual employee accepts a permanent position, the employee's casual seniority shall be converted to a calendar date on the basis that 1800 hours equals one year of seniority for the purpose of vacation entitlement.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Definition of Sick Leave

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, a pregnancy related disorder which occurs outside of their normal pregnancy leave of twelve (12) months duration or less, or because of an accident for which compensation is not payable under the Workers Safety Insurance Board Act.

19.02 (a) Entitlement

Sick leave shall be earned at the rate of one and one-half (1-1/2) days for every month a full-time employee is employed.

- (b) Part-time employees shall accumulate sick leave credits on a pro-rated basis according to actual hours worked. During sick leave longer than five (5) days, a part-time employee can elect to receive accumulated sick leave credits as per scheduled weekly hours or pro-rated according to actual hours worked effective eight (8) weeks prior to the illness. The employee must request the method of payment in writing.

19.03 Notification

The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of one hundred and fifty (150) days. During the month of April, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

19.04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave.

19.05 Doctors Note

The parties agree that sick time is a benefit intended to protect an employee's income when they are unable to attend work due to illness. Sick leave is not intended to be supplementary time off.

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. The employer shall reimburse the employee for any medical certificate the employer requests.

In the event the employer suspects there may be an issue regarding sick leave use the parties will dialogue in an attempt to identify if there are any underlying factors that may be impacting on the situation. The substance of these discussions will be maintained as confidential to the extent it is appropriate to do so.

19.06 Leave of Absence

When an employee is given unpaid leave of absence beyond one month for any reason, they shall receive sick leave credit for the period of such absence, not to exceed one-half (1/2) day sick leave per month, on their return to work. 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 lay-off.

19.07 Retirement / Resignation

(a) An employee with more than ten (10) years of service shall be paid the equivalent of sixty percent (60%) of their sick leave entitlement at their current rate of pay up to a maximum of ninety (90) days upon retirement, at age sixty (60) or upon early retirement because of disability, or in the case of their death sixty percent (60%) of their sick leave entitlement shall be paid to their beneficiary or estate.

(b) Upon voluntary resignation and after twelve (12) years' service from date of hire, an employee shall be entitled to a cash payout of one-half (1/2) of their sick leave credits at the current rate.

19.08 Call in Shifts

Paid sick leave is intended to compensate employees for their regular hours of work when they are unable to perform their duties due to sickness. Its purpose is to ensure employees do not suffer financial hardship due to illness. It is not intended to compensate employees for additional hours above their regularly scheduled shift(s).

When employees are called in to cover shift(s) above their normally scheduled hours and the employee accepts these additional shift(s), they have committed to work. Should they call in sick for these additional shift(s) they will not receive payment without a doctor's note.

19.09 Injury/Illness During Working Hours

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 for the remainder of the shift at their regular rate of pay without deduction from sick leave.

At the time of the incident, transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of a work-related injury shall be at the expense of the Employer.

An Employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Procedure

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 Supervisor 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. 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 six (6) months. Such leave shall not be unreasonably denied.

20.02 Union Leave

The Employer shall grant leaves of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business.

Leave of absence will be approved to a maximum of four (4) employees at any one time. Two (2) employee per location shall be approved at any one time. This restriction shall not apply to the Unit Vice-President.

When requesting a leave of absence, the Union will endeavour to provide ten (10) working days notice to the Employer.

Leave of absence will be approved to a maximum of twenty (20) days per person per calendar year. This restriction shall not apply to the Unit Vice-President.

If overtime is incurred as a result of the initial replacement of the employee taking the leave of absence, the Union will reimburse the employer for all additional costs if the employer is not provided with two (2) weeks notice.

All requests for time off to attend to Union business must be submitted using the appropriate LOA form.

The Employer will invoice the Union every four (4) months which will include copies of all ULOA's submitted.

The replacement cost of the employee will be based on Schedule A and the usual payroll deductions will be applied to this time off.

- 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 seniority by the Employer for a period of up to two (2) years. Such leave shall be renewed each year upon request during the term of office.

If the employee returns to the Bargaining Unit within two (2) years, they shall be entitled to claim their former position. If the employee returns to the Bargaining Unit after two (2) years, 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 Pregnancy and Parental Leave

All current legislation of the Employment Standards Act pertaining to Pregnancy and Parental Leave will be honoured and upgraded by any change of Legislation. The Employer will provide a copy of the Pregnancy and Parental Leave to employees requesting such information and a copy of the Act will be posted in each worksite.

Where an employee decides to return to work after Pregnancy and/or Parental Leave, she/he shall provide the Employer with at least two weeks' notice. On return from Pregnancy and/or Parental Leave, the employee shall be placed at least in her/his former position. If the former position no longer exists, she/he shall be placed in an equivalent position. In the event the provisions set out below conflict with the Employment Standards Act the superior benefit shall govern;

- a) A two (2) day leave with pay will be provided for any male employee or same sex partner for the day that his/her child is born or adopted, if those days are his/her regularly scheduled workday.
- b) 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.

20.05 Bereavement Leave

- (a) An employee shall be granted seven (7) consecutive working days 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.
- (b) Three (3) consecutive working days leave of absence without loss of pay in the event of a death of an employee's grandparent, great grandparent, stepparent, stepbrother/stepsister, mother/father-in-law, son/daughter-in-law, brother/sister-in-law, legal guardian, or step grandchild.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) Known Available Shifts shall be considered regular scheduled hours for bereavement purposes only.
- (g) 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 manager at the time of the first request and agrees to take the second leave within a six (6) month timeframe.

20.06 Time Off for Elections

Employees on day shift 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 is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is Party, or is required by Subpoena to attend a Court of law or a Coroner's Inquest in connection with a case arising from the employee's duties with the Employer. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service, excluding payment for travelling, 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 Paternity Leave

Upon the birth of his second or subsequent child, an employee shall receive five working days off with pay.

20.11 Family Medical Leave

An employee under the Employment Standards Act is entitled to a leave of absence without pay of up to twenty-eight (28) weeks to provide care and support to a specified family member who has a serious

medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. Specific family members as outlined in the ESA.

All applicable regulations under the Employment Standards Act, 2000 shall apply when applying for the Family Medical Leave.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees will be paid biweekly on a Thursday and shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions on the prior Tuesday. This statement will be sent to the employees via their CLPCW email account.

If an employee is absent from work for two weeks or more, they may request the Employer email the statement of wages and any other document that was provided with the statement of wages, to the Employee. If a stat holiday is observed on a Monday, pay day will be on a Friday of that week.

Should an employee's pay cheque be in error so that there is a shortage of \$10.00 or more due to a mistake of the Administrative Staff, the Employer shall issue a make-up cheque within forty-eight (48) hours of having the error brought to their attention.

Any overpayment made by the Employer to be paid back by the Employee will be made by a mutually agreed upon arrangement.

21.02 Employees shall receive equal pay for work of equal value, regardless of sex.

21.03 Temporary Upgrade to Higher Paying Job

An employee of equal qualifications assigned, promoted, or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time they perform that job.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

21.04 The present practice as to the payment of vacation pay shall not be changed without prior discussion with the Union. An employee may, upon giving at least two (2) weeks' notice, receive on the last office day preceding commencement of their annual vacation, any vacation pay which may fall due during the period of vacation.

21.05 Mileage / Damage to Employee Vehicles

Effective as of the date of the signing of this Agreement, travel rates paid to an employee who has agreed to using their vehicle for the Employer's business shall be fifty-two (\$0.52) cents per kilometre.

Should a person being supported damage an employee's automobile during working hours, the Employer shall pay the employee's insurance deductible or the cost of the damage, whichever is the lesser amount, provided all of the following conditions are complied with:

- a) Notice of the incident is given by the employee to their supervisor by telephone within two (2) hours of the incident.

- b) At least 2 estimates of the cost of the repair are provided by the employee to the Employer.
- c) Approval in writing to proceed with repair is provided by the Employer prior to the repair being effected.

21.06 Academic/Technical Courses/Professional/License Fees

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed. The employer shall pay the cost of an academic or technical course approved and required by the Employer.

21.07 Mileage Between Worksites

When an employee is required to use their personal vehicles to travel between the Employer's location, the employee shall be entitled to claim mileage as set out in article 21.05.

21.08 Legal Expenses

The Employer shall 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.

21.09 Emergency Closure

Should the Employer declare that a program be closed due to an emergency situation without giving the employee twenty-four hours' notice of the closure, such employee shall receive remuneration at their regular rate for the first day of closure. In the event a program is closed during the first half of a shift, the employee will be paid for the full shift and that day shall be considered as the first day of closure.

21.10 Premium for Acting Supervisor

When an employee is designated to replace a salaried Supervisor, they shall receive a premium of eighty cents per hour.

21.11 Orientation

When an employee is designated by a supervisor to orient a new employee, they shall receive a premium of one dollar (\$1.00) per hour for each hour of orientation provided.

21.12 (a) Supporting Vacation

Staff to accompany individuals on vacation shall be chosen on the following basis.

The choice shall be made in the following order:

- i) The Full time Counsellor I who normally works with the individual.
- ii) Counsellor II's on a call-in basis by seniority.

In the event the full time counsellor I who normally works with the individual is not available another full time Counsellor I working in the residence will be offered the opportunity to attend prior to approaching the CII's.

Prior to the supported vacation, schedules shall be prearranged to ensure returning staff have a period of time off before returning to their regular schedules. The period of time off may be up to the number of scheduled days off that fell during the vacation interval. This time off will be without pay.

21.13 (b) Payment for Supporting Vacation

Employees who accompany individuals on approved vacations shall be paid on the basis of twelve (12) regular straight time hours per day, without overtime and the hours worked shall not be used to accrue overtime.

21.14 Overtime

Forced Stay—Mandatory Overtime.

- a) The Employer shall cover the cost of a taxi if an employee required to work mandatory overtime makes such request, does not have transportation, and is released from work between the hours of 10:00 p.m. and 7:00 a.m.
- b) The employer will make efforts to provide employees with eight (8) hours free from work in a twenty-four (24) hour period, with the exception of residential care workers positions that are scheduled to work twenty-four (24) hours straight.
- c) The Employer shall make all reasonable efforts to relieve the forced shift worker as soon as possible and in compliance with this collective agreement. Nothing herein shall require the employer to cause a non-bargaining unit employee to relieve the worker.
- d) The Employee required to work mandatory overtime beyond the end of their regularly scheduled shift shall be paid time and a half for all hours after the end of their regular shift up four (4) hours, provided that if the employee is required to remain on shift for more than four (4) hours they will receive double pay for any time worked after the four (4) hours (i.e. not including the first four (4) hours they are required to remain on shift).

ARTICLE 22 - EMPLOYEE BENEFIT PLANS

22.01 Entitlement

The Employer shall pay the full cost of the following plans for all employees that are regularly scheduled to work at least twenty-five (25) hours per week, with the exception of those employees in temporary positions. All employees hired prior to April 1, 1991 that were receiving the plans will continue to be eligible for the plans.

(a) Life Insurance

Group Life Insurance Plan in the amount of twice the annual salary based on the prior year T4 of the employee including Accidental Death and Dismemberment in the same amount.

(b) Hospital Accommodation

Semi-private Hospital accommodation.

(c) Extended Health Care Plan

Extended Health Care Plan – with a ninety percent (90%) co-insurance on prescription drugs, direct pay card, hearing aids \$300.00 per person once in any four consecutive years and vision care \$350.00 for each person every two year.

Chiropractic Services up to a maximum annual total of four hundred dollars (\$400).

Prescription drugs - Mandatory generic drug plan will be used unless the physician mandates only a brand name drug and by writing “no substitution” on the script. The maximum amount for any covered expense is the price of the lowest cost generic equivalent product that can legally be used to fill the prescription, as listed in the Provincial Drug Benefit Formulary. If there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

Where a prescription contains a written direction from the physician or dentist that the prescribed drug or medicine is not to be substituted with another product, the full cost of the prescribed product is covered if it is a covered expense under this benefit.

(d) Dental Plan

Dental Plan # 9 - Effective January 1, 2023, move to the current Ontario Dental Association fee schedule.

(e) Illness or Disability Insurance

Employees that are regularly scheduled twenty-four (24) hours and under per week will be eligible to the Group Life Insurance Plan.

The above plans shall provide benefits in accordance with the Manulife Insurance Company, Group Policy #99176. Should the Employer change carrier(s), such change shall not result in the above benefits being reduced or an increased cost to the employees covered. Before the Employer changes carrier(s), the Employer shall meet with the Union and disclose full details of the new plans.

In the case of absence for illness or disability, the Employer's contributions shall be paid to the above Plans for a maximum of six (6) months from commencement of absence.

(f) Employee Assistance Program (EAP)

Employee and Family Assistance Program for all members and eligible dependents.

- 22.03 (a) An employee receiving payment for a compensable injury under Workers Safety Insurance Board shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers Safety Insurance Board, the Employer shall continue to pay their share of all premiums for employee benefit plans to a maximum of 12 months.

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

(c) Injury Pay

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 regular rate of pay without deduction from sick leave.

(d) Transportation

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of a workplace incident shall be at the expense of the Employer.

22.04 Multi-Sector Pension Plan

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

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

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

a) the straight time component of hours worked on a holiday; and

b) holiday pay, for the hours not worked; and

c) vacation pay; and

d) sick pay paid directly by the Employer which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include 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.

(iii) "Eligible Employee" means all employees in the bargaining unit who have completed 550 hours probation

(b) Commencing September 1st, 2013, each Eligible Employee shall contribute for each pay period an amount equal to 3.5% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 4.0% of Applicable Wages to the Plan. Effective April 1, 2014, the Employer contribution to the Multi Sector Pension Plan shall increase to 4.5%.

(c) 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.

(d) 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 4. 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
- (e) 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.

ADDENDUM

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

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

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

22.05 The Employer shall maintain and pay its share of the above benefits while an employee is on pregnancy/parental leave in accordance with current Ontario legislation.

22.06 Access to Benefits Upon Retirement

All groups benefit coverage for you (and your eligible dependents) will terminate on the day you retire. You will be provided with the opportunity to purchase individual life, health, and dental benefits, at your discretion, based on the programs available and subject to the premiums charged by the insurer at the time of your retirement. The employee will be responsible to pay the full premiums, along with any associated taxes, to participate in the program of their choice.

The employer will advise the employee, in writing, of the time limits specified by the insurer (under the conversion privilege) to apply for individual life, health and dental benefits without having to provide medical evidence of good health.

ARTICLE 23 - GENERAL

23.01 Bulletin Boards

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 Termination and Letter of Reference

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, sufficient copies of the Agreement for each employee in the bargaining unit shall be provided and the cost shared by the Union and the Employer.

23.04 Tools and Equipment

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 The Employer shall provide fire insurance covering the tools and equipment owned by employees and used in performance of their duties with the Employer.

23.06 Footwear

The Employer shall pay a maximum of seventy-five dollars \$75.00 per calendar year towards the purchase of CSA-approved safety footwear. When claiming reimbursement, the employee shall supply the Employer with proof of purchase in the form of a receipt.

23.07 Bathing Suits

Employees who are required to wear bathing suits in the course of their duties shall be reimbursed to a maximum of fifty dollars (\$50.00) per calendar year for this purpose. When claiming reimbursement, the employee shall provide the Employer with proof of purchase in the form of an itemized receipt.

23.08 Crossing Picket Line

Should the Employer require an employee to enter another Employer's premises where the employees of that Employer are on strike, such employee shall have the right to refuse to cross a picket line.

23.09 Damage to Personal Property

Should a person being supported damage an employee's automobile or personal property deemed necessary to perform the job during working hours, the employer shall compensate the employee for the repair or where appropriate, replacement of the damaged item provided the following conditions are complied with;

- a) the property is damaged or destroyed while the employee is performing their regular duties.
- b) at least two estimates of the cost of the repair or replacement are provided to the employer by the employee.
- c) written approval to proceed with the repair or replacement is provided by the employer prior to the repair or replacement being affected.
- d) notice of incident is reported to the employer prior to the end of the shift that the incident took place.

23.10 Inclement Weather

A decision to close a program early, cancel a van run or send program participants home early will be made by the Executive Director or designate. Office buildings and other locations will NOT be closed due to environmental conditions, except under extreme conditions. If an employee is unable to get to work due to weather conditions, they should contact the Scheduling Coordinator or Manager to notify them that they will not be reporting for work. Employees will not be paid for absences due to weather related conditions. Employees may use available time off for the day using float, vacation, or time in lieu.

- A. The Employer will maintain the regular rate of pay if an employee is required to do the duties of a lower paid position due to inclement weather.
- B. An unavoidable absence due to inclement weather shall not be considered under any Attendance Management Program or discipline.
- C. Any employee who reports for work as scheduled shall not be disciplined or suffer a decrease/loss of pay due to their inclement weather-related inability use their personal vehicle for the purposes of performing work during their shift.

23.11 Modified Work

An employee who is on modified work or is off sick with an undetermined return date is not able to accept additional shifts i.e.: known available, last-minute shifts, call in shifts, shift extensions and/or shift changes until they provide documentation that they are able to return to work and full duties. If the employees is not able to return to work as planned, as per medical documentation, they will be required to forfeit shifts or hours that were accepted.

23.12 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.

23.13 Bedding

The Employer shall pay to a maximum of \$40 once every six (6) months towards the purchase of bedding for staff who work permanent overnight sleep shifts. When claiming reimbursement, the employee shall supply the Employer with proof of purchase in the form of an itemized receipt.

ARTICLE 24 – WORKPLACE HEALTH AND SAFETY

24.01 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

24.02 Worker Safety

While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/ Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to increase the Health and Safety standards in the workplace.

24.03 Joint Health and Safety Committee

- (a) The Employer and Union agree to establish a Joint Health and Safety Committee. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected amongst the employees at each location. The Committee shall meet on a monthly basis.
- (b) All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to employees including but not limited to, policy, and/or training recommendations, which will be forwarded to the Employer.

- (c) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- (d) In workplaces with fewer than twenty (20) employees, the union shall select at least one (1) bargaining unit member to act as Health and Safety Representative. The Health and Safety Representative shall have all the powers and responsibilities entitled to a Health and Safety Representative as stipulated under the *Act*.

In addition, a Health and Safety Representative shall have the power to:

- (i) Identify situations that may be a source of danger or hazard to employees;
 - (ii) Make recommendations to the employer and the workers for the improvement of the health and safety of employees; and
 - (iii) Recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures representing the health or safety of employees.
- (e) It is agreed that at least two (2) worker members of the Joint Health and Safety Committee will successfully complete certification training. Such training will be provided at the Employer's time and expense, and, will be considered as time worked with no loss of wages.
 - (f) A member of a committee is entitled to,
 - (i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - (ii) such time as is necessary to attend meetings of the committee; and
 - (iii) such time as is necessary to carry out the member's duties.
 - (g) A member of a committee shall be deemed to be at work during the times described in 24.03 and the member's employer shall pay the member for those times at the member's regular or premium rate of pay as may be applicable.
 - (h) The Health and Safety representatives from each location will meet four times per year as a whole to discuss concerns and outstanding items, as well as receive refresher training through the Health and Safety coordinator.

24.04 Definition of Violence

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses,

devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur when working off-site and/or off duty.

24.05 Notice

Where a worker is critically injured (As defined by the *Occupational Health and Safety Act of Ontario* Regulation 834), killed, or sustains lost time injury as a result of workplace harassment or violence, the Employer shall in addition to the duties prescribed by the *Occupational Health and Safety Act of Ontario* and *Workplace Safety and Insurance Act* shall within 48 hours notify in writing the members of the Joint Health and Safety Committee, or Health and Safety Representative where no committee exists, and Local Union and provide the parties with a copy of any and all information provided to the Ministry of Labour as directed by prescribed regulation under the OHSA. In addition to the foregoing, all incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee.

24.06 Hazard/Risk Assessment

The Employer shall in consultation with the Joint Health and Safety Committee or Health and Safety Representative where no committee exists a member designated by the Local Union assess the hazards/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. The parties must take into account the circumstances of the workplace and circumstances common to similar workplaces.

Results of the assessment shall be provided in writing to the Joint Health and Safety Committee, Health and Safety Representative where no committee exists, and Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma. Assessment results shall also consider violence and harassment from all sources.

Further, if the employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the worker.

Hazard/risk assessments must address the risks and conditions specific to the worker's workplace or site.

24.07 Reassessments

The parties further agree to re-assess the hazards of violence and harassment as often as is necessary to protect workers. The parties agree that reassessments shall be conducted, but not limited, to the following situations:

- i. The workplace moves or the existing workplace is renovated or reconfigured
- ii. There are significant changes in the conditions of work (e.g. change in closing times).
- iii. There is new information on the risks of workplace violence and or harassment.
- iv. A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

24.08 Provision of Information

The Employer agrees to provide information, instruction, and supervision, related to a risk of workplace violence and harassment, about a person with a history of harassing or violent behavior when:

- (i) The worker can be expected to encounter the person in the course of his or her work, and
- (ii) The risk of violence is likely to expose a worker to physical or psychological injury/trauma.

In particular, the employer shall:

- (iii) advise a worker of the existence of any potential or actual danger to the health or safety of the worker of which the supervisor is aware;
- (iv) provide a worker with written instructions as to the measures and procedures to be taken for protection of the worker; and
- (v) take every precaution reasonable in the circumstances for the protection of a worker.

24.09 Training

The Employer in consultation with the Health and Safety Committee, Health and Safety Representative where no committee exists, and Local Union, will review any recommendations flowing from the committee or health and safety representative, and shall develop, establish and provide educational programs and all training the JHSC deems appropriate to protect workers. The Employer agrees to provide training and information on the prevention of violence and harassment to all employees who come into contact with potentially aggressive persons. This training will be required initially during the orientation period and updated on an annual basis for all employees. Training will be treated as time worked and employees will be paid their rate as per the collective agreement.

24.10 Support and Counseling

The Employer and the Union recognize that, where preventative measures have failed to prevent abusive/violent or traumatic incidents, counseling and support must be available to help employees recover from such incidents. This support shall include, but not be limited to, debriefing sessions and workplace accommodations. Critical incident stress debriefing and post traumatic counseling shall be available for any employee who has experienced or witnessed any incident of workplace violence.

24.11 Compensation

Should a person being supported damage an employee's automobile or personal property deemed necessary to perform the job during working hours, the employer shall compensate the employee for the repair or where appropriate, replacement of the damaged item provided the following conditions are complied with;

- a) The property is damaged or destroyed while the employee is performing their regular duties.
- b) At least two estimates of the cost of the repair or replacement are provided to the employer by the employee.
- c) Written approval to proceed with the repair or replacement is provided by the employer prior to the repair or replacement being effected.
- d) Notice of incident is reported to the employer prior to the end of the shift that the incident took place.

24.12 No Discrimination or Dismissal

- a) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of her or his assigned work.
- b) No employer or person acting on behalf of an employer shall:
 - (i) dismiss or threaten to dismiss a worker;
 - (ii) discipline or suspend or threaten to discipline or suspend a worker;
 - (iii) impose any penalty upon a worker; or
 - (iv) intimidate or coerce a worker,because the worker has acted in compliance with this Act or the regulations or an order made thereunder, has sought the enforcement of this Act or the regulations or has given evidence in a proceeding in respect of the enforcement of this Act or the regulations or in an inquest under the Coroner's Act.

24.13 Disputes

Grievances filed under this Article shall be filed at Step 2 of the grievance procedure.

24.14 Court

Any time spent in criminal court as a result of workplace violence or workplace harassment will be considered time worked.

24.15 Reporting

The Employer agrees all employees are covered under the Workplace Safety and Insurance Act (WSIA).

The Committee and the Union shall review a copy of the annual WSIB incident summary. In instances where WSIB is not applicable, the Employer shall provide the Union with a written annual summary of data related to:

- a) the number of work accident fatalities;

- b) the number of lost work day cases;
- c) the number of lost work days;
- d) the number of non-fatal cases that required medical aid without lost work days;
- e) the incidence of occupational illnesses;
- f) the number of occupational injuries; and
- g) such other data as prescribed by the *Occupational Health and Safety Act of Ontario*.

24.16 Alarms and Paging Systems

The Employer agrees that where there is an identified need for personal protection, the Employer shall provide alarms or paging systems that will be effective in summoning immediate aid. The Employer shall be responsible for the routine maintenance, repair and periodic testing of the alarm or paging system. All employees shall receive training about the use and reasonable care of such systems.

24.17 Persons with a History of Aggressive Behaviour

The Employer agrees that any person with a history of aggressive behavior will be assessed for risk to worker health and safety. Once the risk assessments have been done, the appropriate control measures and procedures will be developed, implemented and reviewed in consultation with the JHSC or Health and Safety Representative, if any. The risks and the control measures will be shared with any worker who may come into contact with that person. Appropriate control measures shall be implemented based on the circumstances involved.

ARTICLE 25 – AMALGAMATION OF SERVICES

25.01 In the event of a proposed 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 such meeting, the Association will provide the Union with information as to the nature of the amalgamation, the date on which the amalgamation is to take effect, and the names of the bargaining unit employees who will be affected. The Association shall also outline to the Union any plans of which the Employer may be aware to ameliorate the impact on the affected employees.

In the event of an aforementioned merger or amalgamation, the Employer will make all reasonable effort to ensure that:

- a) Employees shall be credited with all seniority rights with the new Employer.

- b) All service credits for vacation pay, sick time credits and other benefits shall be honoured by the new Employer.
- c) All work and services presently performed by the bargaining unit members shall continue to be performed by members of the bargaining unit by the new Employer.
- d) Conditions of employment and wage rates for the new Employer shall equal that of existing conditions of employment and wage rates.
- e) No employee suffers a loss of employment as a result of a merger.
- f) Preference in location of the employment in the merged organizations shall be on the basis of seniority.

ARTICLE 26 – JOB SECURITY

26.01 Contracting Out

There shall be no contracting out unless all internal options are exhausted.

26.02 Notice and Disclosure

The Employer shall, to the extent practicable, give the Union at least 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; 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 that would impact the work of the bargaining unit and/or job security of bargaining unit members.

ARTICLE 27 – CHANGE IN CLASSIFICATION

- 27.01 If the Employer discontinues a classification, or changes the job requirements of a classification, or establishes a new classification, the Employer shall advise the Union of the particulars in writing.

If the new classification is created within the bargaining unit, the parties shall meet to discuss an appropriate wage rate.

Where the parties are unable to agree upon an appropriate wage rate, the Union may, within thirty (30) days of the meeting referred to above, refer the matter to grievance arbitration. The basis of the Union's position at arbitration shall be restricted to asserting that the proposed rate is not appropriate and compatible with the rates established for the classifications set out in Schedule "A" of the Collective Agreement.

The Arbitrator shall use no criteria other than the classifications and rates set out in the Schedule referred to above.

- 27.02 The parties are committed to maintaining the individual and collective wellbeing of all staff and supported individuals and recognizes the inherent worth and dignity of every employee and supported individual.

Whereas workload can fluctuate the employer has an obligation to review workload on a regular basis to ensure the fair, reasonable and equitable distribution of work. The Employer acknowledges the Union has role in identifying workload issues.

The Employer and the Union agree to discuss and resolve workload issues through the labour management process.

When requested, the Employer shall provide the Union with reports outlining employee status, including but not limited to resignations, terminations, leaves and transfers.

- 27.03 Conversion of Part-time to Full-time Work

Local representatives from both the Employer and the Union shall meet to review the use of part time positions within the agency. The parties shall discuss the issues surrounding the conversion of part time positions to full time positions. The Employer shall make available all relevant information in order for the parties to have an informed discussion.

Operational considerations, specifically ensuring the provision of services and supports to supported individuals shall be a primary consideration.

Where work schedules can accommodate the use of fewer part time positions, the employer shall work with the Local Union to convert part time positions into full time positions. The goal shall be to convert part time positions to full time where possible.

ARTICLE 28 - NO STRIKES OR LOCKOUTS

- 28.01 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 29 - TERM OF AGREEMENT

- 29.01 This Agreement shall be binding and remain in effect from April 1, 2022 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.
- 29.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 29.03 Either party desiring to propose changes to this Agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.
- 29.04 All changes in the new Agreement are effective on the day of ratification of the Memorandum of Settlement by the employees except as specifically noted otherwise.

Signed electronically this 15th day of February 2024.

COMMUNITY LIVING
PORT COLBORNE - WAINFLEET


CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276


Maria Bau-Cooto



Cassie Bisson (Feb 15, 2024 16:24 EST)



Joafna Mataya (Feb 16, 2024 09:56 EST)


Shannon Airhardt (Feb 15, 2024 16:49 EST)


Chris Broad (Feb 15, 2024 16:31 EST)


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Heather Winger (Feb 15, 2024 16:54 EST)



SCHEDULE "A"

Hourly Rates

Effective April 1, 2022:

Classification	HOURLY RATE
Primary Support Person (with certificate)	\$29.23
Support Person (without certificate)	\$24.39
Overnight Shift	\$19.21

Effective April 1, 2023 (% 4.5 wage increase)

Classification	HOURLY RATE
Primary Support Person (with certificate)	\$30.84
Support Person (without certificate)	\$25.49
Overnight Shift	\$20.07

- Note: All staff that work New Year's Eve overnight / sleep shift will receive a \$50.00 cash pay-out.

NOTE:

- 1) Primary Support Person – With Certificate or ‘equivalent’
 - (a) Successful completion of DHSW/DSW Diploma, or
 - (b) A University degree or 2-year College diploma in a field related to Development Disabilities, along with the following four DHSW courses;
 - i. Individual Program Planning or equivalent
 - ii. Dual Diagnosis and Support Techniques or equivalent
 - iii. Positive Behaviour Interventions or equivalent
 - iv. Pharmacology or equivalent
- 2) Support Person (without certificate), (Includes Van/Bus Driver, Casual)

Successful completion of Grade 12 or recognized equivalency examination from a relevant post-secondary school.
- 3) All night staff will be paid a Support Persons rate of pay for the first hour of their shift each night to complete AIMS.

Wages:

Contingent on ratification on or before April 24th, 2023, all wage rates will be increased by 4.5% retroactively to April 1, 2023.

The Employer will provide a one (1) time lump sum payment to employees employed on the date of ratification in the following amounts:

\$300 to employees who were paid for at least 1950 hours between April 1, 2022, and March 31, 2023.

Employees that were paid for less than 1950 hours between April 1, 2022 and March 31, 2023, will receive a pro-rated amount based on the hours for which they were actually paid during that time period. This shall be paid within thirty (30) days of ratification on a separate check less deductions and remittances.

Employees on statutory leave of absence on the date ratification but who had paid hours between April 1, 2022 and March 31, 2023 will receive any lump sum payment to which they may be entitled above within 30 days of their return to active paid employment.

The Employer agrees to incorporate the Permanent Wage Enhancement into Schedule A as of April 21, 2022.

LETTER OF UNDERSTANDING

Between:

COMMUNITY LIVING PORT COLBORNE - WAINFLEET

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2276

Re: Employment and Modernization Fund

The Parties are committed to improving service and support to members of the community accessing the services of this agency. The Parties further commit to supporting the government's "Employment and Modernization Fund" as one avenue for improving service and support. The Parties also recognize the government's commitment to creating a stable workforce within the Developmental Services Sector by improving wages, job security and benefits for front line Developmental Services workers. Therefore, prior to submitting a proposal to the Ministry of Community and Social Services for "Employment and Modernization Funding" or before implementing an outside pilot project created under the "Employment and Modernization Fund", the Employer agrees to share the full details of any proposal or pilot project with the Union. The Parties shall meet to discuss the proposal and/or pilot project to ensure that there is no impact on the wages, benefits, or job security of front-line workers.

Signed electronically this 15th day of February 2024.

COMMUNITY LIVING
PORT COLBORNE - WAINFLEET

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276

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[Signature]

LETTER OF UNDERSTANDING

Between:

COMMUNITY LIVING PORT COLBORNE - WAINFLEET

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2276

Re: Additional Funding

In the event that the Ministry of Community and Social Services provide 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.

Signed electronically this 15th day of February 2024.

COMMUNITY LIVING
PORT COLBORNE - WAINFLEET

CANADIAN UNION OF PUBLIC EMPLOYEES
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MS

LETTER OF UNDERSTANDING

Between:

COMMUNITY LIVING PORT COLBORNE - WAINFLEET

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2276-03

Re: Wage Enhancement

Whereas COVID-19 has been declared a pandemic since March 2020 and the Developmental Services (DS) sector in Ontario has been hard hit by the virus, and;

Whereas The COVID-19 Pandemic served to highlight the importance and skills of all workers within the DS Sector and the Premier of Ontario has consistently referred to frontline DS Workers as “heroes”, and;

Whereas frontline DS Workers and other DS employees from trades to food preparation to custodial to clerical have provided daily critical services since the onset of the pandemic, and;

Whereas all such employees have made significant mental health, economic, familial, safety and employment sacrifices during the pandemic for the benefit of the clients, families and people receiving service, and;

Whereas the Province of Ontario provided a temporary wage enhancement first to almost all DS employees but then scaled the enhancement back, and;

Whereas the Province formally recognized the low rate of pay frontline workers receive in the DS sector, and;

Whereas both CUPE Local 2296 and Community Living Port Colborne/Wainfleet agree that the DS sector has been underfunded for years and that the 1% wage package available under Bill 124 from the funder, the Province of Ontario, does not adequately reflect the skills, dedication and responsibilities of DS workers, and;

Whereas 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, and;

Whereas recruitment and retention issues within the DS sector continues to seriously challenge both employers and the CUPE workforce, Therefore, the Parties agree to jointly sign a letter to the Premier and MCCSS Minister demanding that, at a minimum, the original three dollar (\$3) per hour wage enhancement be permanently reinstated for all DS workers.

Furthermore, the employer will contact its respective employer association(s) with the request that they work jointly with CUPE to pursue this goal.

Signed electronically this 15th day of February 2024.

COMMUNITY LIVING
PORT COLBORNE - WAINFLEET

CANADIAN UNION OF PUBLIC EMPLOYEES
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[Signature]

LETTER OF UNDERSTANDING

Between:

COMMUNITY LIVING PORT COLBORNE - WAINFLEET

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2276

Re: Joint Scheduling Committee

The COVID-19 Pandemic has highlighted weaknesses in staffing and scheduling models. The Pandemic has only served to demonstrate that accepted practices are no longer sufficient to endure both regular operations as well as, and more significantly, the extreme conditions and pressures of a Pandemic or emergency.

Precarity of employment and the stresses this placed on workers was only exacerbated during the Pandemic and a return to old scheduling and staffing models no longer suffices. Work/Life balance, in strain prior to the Pandemic, cannot be presumed to a continued standard for workers.

Therefore, in recognition of these and other related issues, such as Day Program reorganization/discontinuation, the parties agree to establish a Joint Scheduling Committee (JSC). The JSC shall be comprised of 3 members from the Union and 3 members from the Employer and shall be tasked with reviewing all current staffing and scheduling models, precarity of work and shall utilize meaningful staff input and other resources.

The goal of the JSC shall be to create and recommend to senior management new rotations, positions, and scheduling lines and to streamline models and practices with the goal of eliminating precarity while achieving Work/Life balance and maximizing the service provided to supported individuals. Nothing herein shall require the Employer to implement the recommendations of the JSC or shall otherwise affect the employer's rights under the collective agreement to schedule and change schedules.

Signed electronically this 15th day of February 2024.

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