

CUPE·SCFP

COLLECTIVE AGREEMENT

- BETWEEN -

**COMMUNITY LIVING OSHAWA CLARINGTON
(CLOC)**

(HEREIN REFERRED TO AS THE EMPLOYER)

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
AND ITS LOCAL 2936-03**

(HEREIN REFERRED TO AS THE UNION)

EXPIRY DATE

MARCH 31, 2022

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve relations between the Employer and the Union and to provide settled and just conditions of employment.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.
- 3) To encourage efficiency in operations,
- 4) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union, and
- 5) To cooperate and harmoniously work together in the promotion of the achievement of personal and organizational outcomes.

NOW THEREFORE the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges and recognizes that the management of the Employer and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer (Community Living Oshawa/Clarington) to:

- a) Maintain order, discipline and efficiency.
 - b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Employees provided that a claim of discipline or discharge without just cause by an Employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided.
 - c) In the interest of efficient operation and highest standard of service, determine classifications and introduce new jobs, determine contents of jobs and number of Employees required to perform any job or function, allocate and assign work, determine hours of work, and the working establishment for any service.
 - d) Determine the number and qualifications of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.
 - e) Make and enforce and alter from time to time rules and regulations to be observed by all Employees. It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
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2.02 Non-Discriminatory Exercise of Rights

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the Union or its representatives or the Employees exercise their rights in a discriminatory manner. The Employer will not exercise its rights or make or enforce rules and regulations in a manner inconsistent with the terms of this Agreement.

2.03 No Union Meeting on Employer's Premises

The Union and the Employer agree that there will be no Union meetings on the Employer's premises except with the written permission of the Executive Director or designate or as specifically provided for in this Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 a) **Bargaining Unit (Full-time)**

The Employer recognizes the Canadian Union of Public Employees and its Local 2936-03 and 2936-02, as the sole and exclusive bargaining agents for all the employees of the Community Living Oshawa Clarington (CLOC) employed with the Regional Municipality of Durham, save and except supervisors, those above the rank of Manager, Office and Clerical staff, part-time less than twenty-four (24) hours per week, students employed during the school vacation period, students employed on a co-operative training program in school, college or university, and 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 for the purpose of this Agreement.

No layoff/replacement of staff working regularly scheduled hours will result from the use of students working during school vacation periods.

Students to be placed in Schedule "A" with different classification and wage rate.

Bargaining Unit (Part-time)

The Employer recognizes The Canadian Union of Public Employees and its Locals 2936-03 and 2936-02 as the sole and exclusive collective bargaining agents for all of its Employees of the Community Living Oshawa Clarington (CLOC) at its group homes in The Regional Municipality of Durham regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Managers, persons above the rank of Manager, office and clerical staff, and students employed on a co-operative training program in a school, college or university and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them for the purpose of this Agreement.

No layoff/replacement of staff working regularly scheduled hours will result from the use of students working during school vacation periods.

Students to be placed in Schedule "A" with different classification and wage rate.

b) i) **Definition of Employee**

For the purposes of this Agreement, the Employer and the Union agree that the following are definitions of "employee" within the bargaining unit:

Full-time – employee who has successfully completed the probationary period and who is regularly scheduled to work more than forty-eight (48) hours in a pay period.

- ii) Part-time – employee in the bargaining unit who has successfully completed the probationary period and who has made a commitment to work on a predetermined schedule of up to forty-eight (48) hours in a pay period.

3.02 Work of the Bargaining Unit

- a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are normally done by a person in the unit except for the purpose of instruction or in emergencies when regular employees are not available and provided the aforementioned operation in itself does not reduce the hours of work or pay of any Employee.
- b) Volunteers may be used, by the Employer, provided that the use of volunteers shall not displace or reduce the hours of work of the bargaining unit employees. At the end of the month, the Employer shall provide to the Union a list of names of those volunteers having done work during that month. The list shall include the numbers of hours volunteered, the assignment and location.
- c) Where a parent or a representative of a supported person, or a supported person herself/himself enters into written or verbal agreement with the employer for the provision of supports or services from the Employer and the Employer is acting as the employer, the Employer shall only use bargaining unit members to provide such supports or services.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or her/his representative which may conflict with the terms of this Collective Agreement.

3.04 Right to Fair Representation

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 regarding negotiations and/or matters related to this Collective Agreement. The Employer shall be advised, in advance, of the names and affiliations of CUPE Local 2936-03 representatives and/or advisors. Such representatives and/or advisors shall have reasonable access to Employer premises in order to deal with any matters arising out of this Collective Agreement. The Employer will only use Stewards that are members of CUPE Local 2936-03 for matters related to CUPE Local 2936-03.

The Employer shall have the right to have the assistance of advisors or consultants when dealing or negotiating with the Union.

3.05 Union Representatives

The Union recognizes and agrees that Union representatives have their regular duties to perform in connection with their employment. Only such time as is necessary will be taken up by the Union representatives during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall be obtained beforehand where possible from the immediate Manager or designate. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties during scheduled working hours, including work performed on various committees, shall be considered as time worked. For part-time Employees, time spent on committees shall be considered time worked for the purpose of seniority and pay.

ARTICLE 4 – HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer and the Union agree to comply with the provisions of the *Ontario Human Rights Code*, as amended from time to time. For purposes of information, the prohibited ground in the *Code* are race, ancestry, place of origin citizenship, creed, sex, sexual orientation, age, record of offences for which a pardon has been granted, marital status, family status, gender expression, gender identity or disability. There shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action, nor by any reason of his membership or activity in the Union or any other reason. By reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his membership or activity in the Union or any other reason.

4.02 Harassment/Bullying

The Union and the Employer recognize the right of the employees to work in an environment free from personal harassment and bullying or any reprisal or threat of reprisal for the rejection of such behaviour. Personal Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the employer, either directly or indirectly that demean, belittle or cause personal humiliation or embarrassment, that is directed at and offensive to another employee and which the first person knows or ought reasonably to have known to be unwelcome to the recipient. For clarification, personal harassment and bullying does not include, among other things, proper management disciplinary actions, counselling, or actions related to performance or attendance problems that are conducted according to the Agency's procedures. The parties acknowledge the authority of the definition of the Workplace Harassment as provided by the *Occupational Health and Safety Act* and the *Ontario Human Rights Code*, as amended from time to time.

Should an employee believe they are a victim of Bullying or personal harassment he/she should first follow the procedures outlined in the Agency's Harassment Policy (CLOC). If the issue is still not resolved through the Harassment Policy procedures, it may be filed as a grievance at step # 3 within ten (10) business days after the conclusion of the Harassment Policy process.

The Employer shall provide the respondent and complainant of a harassment complaint, if he or she is a worker of the Employer, in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation within ten (10) days of conclusion of the investigation.

All other parties participating in the investigation shall receive notification only of the conclusion of the investigation within the ten (10) day timeframe mentioned above.

- 4.03
- 1) The parties agree that harassment will not be tolerated and will be dealt with in accordance with and as defined by the *Ontario Human Rights Code* and *Occupational Health and Safety Act*. The parties will give their full support and intent of the Code, as amended and/or to other legislation that may be enacted from time to time for the purpose of protecting or strengthening their rights.
 - 2) The Parties agree that harassment will not be tolerated and will be dealt with in accordance with and as defined by the Ontario Human Rights Code. Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, gender identity, gender expression, sexual orientation, family status, or disability.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

- 5.01
- a) All Employees who are members of the Union, at the time this Agreement becomes effective shall retain membership in the Union for the duration of this Agreement unless promoted or transferred to a non-Union job in accordance with Article 3.01.
As a condition of employment, new Employees that comply with Article 3.01 shall join the Union.
 - b) The Employer shall provide the Union with names, addresses and telephone numbers for all its members. All new employees will be asked to sign said waiver at time of hire. This information is to be provided to the Union in January and July of each year.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one payment to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues are levied. The payment shall be accompanied by a list of the names, classifications, and all hours worked, from whose wages the deductions have been made. The Employer shall be notified, in writing, at least forty-five (45) days prior to any required change in Union dues.

6.03 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liability arising out of or resulting from the operation of this Article.

6.04 Dues Receipts

The Employer agrees to include the annual total of Union dues deducted on the T-4 slips of each Employee affected by this Article.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 a) The Employer shall, at the time of hiring, provide new Employees with access* the Collective Agreement. A hard copy will be available to employees at each location. A hard copy shall be provided to the employee upon written request to the attention of Human Resources.

**Access will be considered electronic access in manner similar to Local 2936-02*

b) The Union shall, within five (5) working days of hiring, provide new Employees with a list of Union representatives. The Union representative will be allowed fifteen (15) minutes during working hours to provide the list and talk to the new Employee.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence from the Employer to the Union arising out of this Agreement shall be forwarded to the Secretary of the Union with a copy to the Unit Chairperson. The Union shall inform the Employer, in writing, of the name and address of the Secretary of the Union and Unit Chairperson and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Human Resources Department or designate.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Union agrees to notify the Employer, in writing, of the name of the Employee appointed or elected pursuant to the terms of this Agreement to committees. No committee shall exceed four (4) members of the Union (three [3] plus Unit Chair). This notice will contain the name and area of representation and which committee they are representing the Union.

9.02 Labour-Management Committee

The Employer and the Union shall each name four (4) Employees (including Unit Chair) from the bargaining unit to the Labour/Management Committee which shall meet once every three (3) months or at other such times as mutually agreed upon by the parties. The Committee shall enjoy the full support of both parties in the interests of high-quality service and support and satisfied and inspired staff.

Minutes of the Committee meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting. The Employer will provide secretarial service and minutes will be produced and distributed to all members of the Labour-Management Committee within two (2) weeks of each meeting.

Workload issues may be added to an agenda at any Labour Management Meeting by either party. Workload shall be a designated agenda item twice per year. The Employer and the Union will jointly develop a template to complete a time study. The time study will be done on an annual basis and results shared at Labour Management Meeting for members to review and strategize. The template for the time study will be developed on or before November 15, 2017.

Identified work load issues arising from the time study will be responded to on a case by case basis but no longer than 30 days. If additional time is required, the Union will be notified of the anticipated time required to respond and reason for the extension.

9.03 In all (Labour/Management) meetings between the parties the Union shall have the right to be assisted by a representative of the Canadian Union of Public Employees and the Employer shall have the right to be assisted by a consultant or by legal counsel.

9.04 Time Off for Meeting

Employees appointed or elected to committees pursuant to the Collective Agreement shall attend such meetings held during their regular scheduled working hours or call-ins, without loss of remuneration. For part-time employees, time spent in meetings shall be considered time worked for the purpose of seniority and pay. The following is a list of committees a part-time employee may be required to attend as outlined in the Collective Agreement:

- Labour Management
 - Pension
 - Health & Safety
 - Other committees identified by the Collective Agreement
-

9.05 Meeting of Negotiating Committee

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.06 The Employer recognizes the Unit Chair as an ex officio to all joint Union and Management Committees identified in this Collective Agreement or as mutually agreed to by Union and Management.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 a) Recognition of Stewards – (Full Time and Part-time)

In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint or otherwise select four (4) Stewards (including the Unit Chair) from among employees who have attained at least six (6) months seniority. The Stewards may assist, any Employee that the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

b) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees (including the Unit Chair) who have attained six (6) months' seniority and will recognize and deal with said committee with respect to negotiations for renewal of this Agreement.

10.02 Names of Stewards

The Union shall notify the Employer, in writing, of the name of each Steward and the department(s) he/she represents and the name of the Unit Chairperson, before the Employer shall be required to recognize him/her.

10.03 Permission to Leave Work

a) 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 representing adjustments as provided in this Article as long as such Steward complies with the Articles of this Collective Agreement.

b) The Union recognizes that the Steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, the Steward shall not leave work without obtaining beforehand, where possible, the permission of his/her supervisor and that permission will not be unreasonably withheld.

10.04 Definition of Grievance

A grievance is a written complaint by a party hereto relating to the application, interpretation, administration or alleged violation of this Collective Agreement. Complaints shall be initiated within ten (10) scheduled working days (for this Article only, includes only those days where the Employee is physically at work) of the circumstances giving rise to the grievance have occurred or originated. Failing settlement of the complaint within ten (10) working days, an Employee may present a grievance in accordance with Article 10.05.

10.05 Settling of Grievances

If an Employee has a complaint relating to the application, interpretation, administration or alleged violation of this Collective Agreement an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step No. 1

The Employee shall first discuss the complaint with the immediate supervisor or designate who shall respond to the complaint to the grievor and Steward (if one was present) within five (5) working days of the complaint being brought to their attention. Failing satisfactory settlement this process shall be documented on the reverse side of the grievance; and,

Step No. 2

The Employee shall submit a written grievance signed by him/her to his/her operation manager, if the same person as in Step 1, omit this Step and submit to Step 3 (or in the absence of that person, his/her designated representative), with a copy to Human Resources or designate within ten (10) working days from receiving the answer in Step 1. The nature of the grievance, the remedy sought and the section(s) of the Agreement alleged to have been violated, shall be set out in the grievance form. The operation manager or his /her designated alternate will deliver his/her written response within five (5) working days after receiving the written grievance. Should the operations manager or his/her designate wish to discuss the grievance prior to issuing his/her written reply, he/she will arrange to meet the grievor and his/her Steward at a time which is mutually agreeable to the parties concerned. Failing satisfactory settlement:

Step No. 3

Within five (5) working days after the response is given under Step No. 2 the grievor shall submit the written grievance to the Director or his/her designate. The Director or his/her designate shall meet with the grievor and his/her Steward to review the grievance within five (5) working days following receipt of this grievance. The Director or his/her designate in consultation with the Executive Director will deliver his/her written response to the grievor with a copy to the Union within five (5) working days from the day on which the grievance meeting was convened.

Step No. 4

The parties may agree that failing a resolution, the matter will be referred to a mutually agreed upon Grievance Mediation Officer.

Step No. 5

Failing a satisfactory settlement being reached in Step 4, either party may refer the dispute to arbitration.

10.06 Policy Grievance

Either party to this Agreement may lodge a grievance, in writing, with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, and such grievance shall commence at Step No. 3.

10.07 Replies in Writing

Replies to all grievances stating reasons shall be in writing at all stages.

10.08 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 11 – ARBITRATION

11.01 Composition of Board of Arbitration

Where either party requests that a grievance be submitted to arbitration, it shall be heard by a single Arbitrator (except as provided in 11.02) chosen in rotation from the following list. All requests for arbitration shall be made by registered mail to the other party of the Agreement. The parties agree that the following six (6) persons shall, in turn, serve as single Arbitrators on a rotating basis:

- | | |
|-------------------|--------------------|
| 1) Elaine Newman | 2) Daniel Randazzo |
| 3) Sheri Price | 4) Brian Sheehan |
| 5) Randy Abramsky | 6) William Kaplan |

If an Arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the Arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out-of-turn or select an Arbitrator not on the list. If none of the persons on the list is available, and if the parties are unable to agree upon an alternative Arbitrator, the parties shall ask the Ontario Minister of Labour to appoint a single Arbitrator.

11.02 Failure to Appoint

- a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single Arbitrator. In that event, the referral to arbitration shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
- b) The two (2) nominees shall, within fifteen (15) days of their appointment or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.

11.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

11.05 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints,
- 2) One-half of the fees and expenses of the Chairperson.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended in writing by consent of the parties.

11.07 Witnesses

At any stage of the grievance or arbitration procedures, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses.

ARTICLE 12 – DISCHARGE AND SUSPENSION

12.01 Discharge and Suspension Procedure

An employee may be suspended or discharged, but only for just cause. Just cause shall include, but not be limited to, any abuse/assault, theft and fraud. Such employee and the Union shall be notified promptly, in writing, by the Employer with full disclosure of the reason for such suspension or discharge upon written agreement by the employee of such notice and disclosure to the Union. When a part-time employee has been suspended without pay, the staff suspended without pay will not be offered shifts during the dates of suspension.

It is understood that employees, while suspended, will be called for shifts outside the days they're suspended for.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure. Step 1 and 2 of the grievance procedure shall be omitted in such cases.

12.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

12.04 Unjust Suspension, Discharge or Discipline

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Right to Have Steward Present

An employee shall have the right to choose and have a Steward present to attend at any discussion with Management personnel which the Employee believes might be the basis of disciplinary action. In order to decide if the meeting is disciplinary in nature, the employee must be told if there is to be more than one Management person in attendance. Unless identified otherwise by Management, the meeting is to be considered non-disciplinary in nature. Management agrees that no discipline will be implemented without Union representation unless the Employee waives her/his right to Union representation. Notwithstanding the foregoing, if the employee does not believe that the meeting is disciplinary in nature and does not have a Steward present, but, through the course of the meeting it becomes clear that it is disciplinary, she/he has the right to adjourn the meeting until she/he is able to have a Steward present. All such meetings will be scheduled by Management and attended by the employee with Union Steward as appropriate, no later than five (5) work days from the date the meeting was requested should the Employee be off on an Employer issued paid leave.

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with Management personnel which is disciplinary in nature.

12.06 Personnel Records

An employee shall have the right with reasonable notice at any time to have access to review his/her personnel record in the presence of the Director or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the Employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An Employee shall have the right to request copies of any material contained in his/her personnel record, which copies will be provided within a reasonable period of time by the Employer. An employee shall have the right to include with any record his/her comments related to that record.

The personnel file is property of CLOC and removal of any documentation will not be permitted for any purpose without written approval of the Executive Director.

12.07 Probationary Employee

- a) A Probationary Employee shall have all rights inherent within this Collective Agreement except as they pertain to discharge. It is agreed that the purpose of the probationary period is to assess the Employee's suitability for continued employment. Therefore, in the case of a grievance regarding the discharge of a probationary Employee, a lesser standard shall apply.
- b) A newly hired full-time employee shall be on probation for the first six (6) months of his/her employment and shall be based on time paid. Full-time employees on entry probation are not eligible for benefits other than sick credits which become effective after three (3) months. After completion of the probationary period seniority shall be effective from the original date of employment. Probationary employees who have completed their probationary period will receive job rate upon entry into the new position.
- c) A newly hired part-time employee shall be on probation for the first nine hundred and ten (910) hours worked. After completion of the probation period seniority shall be effective from the first hour worked.

12.08 Employee Record

The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

- a) Seniority for full-time employees is defined as the original date of hire with the Employer and shall include service with Employer prior to the certification or recognition of the Union.

Seniority for part time employees shall accumulate for each hour paid (i.e. 1820 hours = one (1) year of seniority). A part time employee cannot receive credit for more than 1820 hours per calendar year for purposes of seniority.
- b) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.
- c) Seniority shall operate on a bargaining unit-wide basis.
- d) When a part time employee successfully bids upon a full-time position, his/her seniority will be calculated by dividing the number of hours worked while she/he was part-time by 1820. He/she will be placed on the full-time seniority list as per article 13.02

13.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. For full-time employees, the seniority list shall include date of hire for CLOC and Our Home and seniority date. For part-time employees, the seniority list shall include date of hire for CLOC and Our Home and seniority by hours paid. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the first alphabetical order of surname. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards communication binders and circulated to staff every six (6) weeks. The seniority list will be deemed to be correct if not questioned by such employee within twenty-one (21) business days of the posting of the seniority list at the employee's regular work location.

Qualifications

- a) The Parties agree that employees hired on or before August 28, 2001, within the 2936.03 bargaining unit, whose names appear below will be deemed qualified for all jobs posted within the 2936.03 bargaining unit.

The Parties further agree that this Agreement will affect only those employees listed below and that employees hired on or after August 29, 2001 are not included in this Agreement.

As of the date of this Agreement the following employees are deemed qualified for all classifications in the 2936.03 bargaining unit:

Daly, Dianna	Janakaraj, Shamilla	Pasnick, Linda
Forsythe, Alana	Jones, Cheryl	Reid, Sylvia
Forsythe, Sandra	Millar, Sarah	Strickland, Yvette
Greenslade, Rosemary		

13.03 (Full-time only)

Should a full-time employee transfer to a part-time position they shall take all of their seniority with them. Seniority will be calculated based on one thousand eight hundred and twenty (1820) hours paid equals one (1) year.

13.04 Loss of Seniority

Seniority shall be lost, and an employee deemed to have terminated his/her employment with the Employer if he/she:

- 1) Is discharged for just cause and is not reinstated.
- 2) Resigns in writing. Employees may have the right to withdraw his/her resignation forty-eight (48) hours after the date of resignation submitted to the Employer without interruption of wages, benefits, seniority or service. Such withdrawal shall be in writing. This provision does not apply where the resignation is offered in a settlement of a grievance.

- 3) Fails to return to work within ten (10) working days, unless through sickness or other just cause, after issuance of notice of recall by registered mail to his/her last address on record with the Employer. The refusal of an employee to accept recall to a position of a duration of three (3) months or less, to such employment, will not result in termination of seniority and will not prejudice his/her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination not to exceed two (2) weeks to accept the recall.
- 4) Is laid off for a continuous period in excess of eighteen (18) months.
- 5) Fails to report for work upon the expiration of any leave of absence granted to him/her without satisfactory proof for cause of the delay or utilizes any leave for a purpose other than that for which it was granted.
- 6) Is absent from work for two (2) consecutive working days/shifts without notification.
- 7) Retires.

13.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

If an employee is transferred to a non-Union position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of twelve (12) months. If an employee returns within a twelve (12) month period to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. After twelve (12) months have gone by and an employee returns to a position in the bargaining unit, they will have no seniority for the purpose of this Agreement. However, they will be allowed their service with the Employer for the purpose of this Agreement (i.e. vacation benefits, pension and job rate).

13.06 Seniority While on LTD

A full-time employee who is on Long-Term Disability and is medically able to return to work shall be returned to his/her own position if able to return within the first thirty-six months (36) months of being off. A full-time employee who is able to return to work after thirty-six (36) month shall be placed in the first available job which he/she is qualified to do, within the employ of the Employer.

The full-time employee shall continue to accumulate seniority for the first twelve (12) months, then shall only retain seniority.

13.07 Seniority while on WSIB

Seniority shall continue to accrue while an employee is on WSIB. Seniority lists posted under 13.02 shall continue to reflect an employee's accrued seniority while she/he is on WSIB. It is understood for part-time employees, the seniority shall be equal to twenty-four (24) hours per week.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent inside the bargaining unit, the Employer shall immediately notify the Unit Chair via email, post on the intranet and notify via CLOC email to everyone. Postings shall be open for a minimum of nine (9) calendar days, so that all members will know about the vacancy or new position. Temporary vacancy of less than three (3) months need not be posted, but be offered within the location first, then CUPE Local 2936-03, then outside, all in accordance with Article 14.04.

Employees wishing to be considered for such positions or vacancies shall make written application within the posting period to the Human Resources Department as designated on the posting. When an employee applies for a posted job, it is understood that the application is acceptance of the position. Human Resources shall inform the successful applicant on the next business day. Should the successful incumbent exercise the rights under the Trial Period within five (5) days of transfer, the next candidate shall be offered the position, not reposted.

- b) Postings of position will indicate the position is temporary and replacing an employee off on LTD. A position which has been held by an employee who is on Long-Term Disability shall be posted after thirty-six (36) months as per Article 14. Temporary employees are able to stay in the position until incumbent returns from LTD, not to exceed thirty-six (36) months, after which time the position is posted permanently.

Qualifications for Job Postings

- c) The qualifications for all full-time Direct Support positions (except Overnight Support) will read:

“DSW or other related two year (2) Human Services Diploma/Degree acquired through an Academic Institution that is registered and regulated by the Ministry of Education.”

14.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, general scheduling pattern, location of initial assignment and rate of pay for the position.

In the event a work site relocates to another address it will not constitute a need for a job posting. Staff working at that site will have the option to work from the new address or exercise bumping rights.

In the event that clients move from one location to another it will not constitute a need for a job posting at the new location.

14.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the position has been posted on bulletin boards or in communication binders for nine (9) calendar days.

14.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize that in selecting employees for jobs which are posted, the Employer shall consider the following factors in determining which employee, if any, is to be awarded the posted job:

- 1) The seniority of each Employee concerned,
- 2) Qualifications, skills, and experience necessary to do the job effectively,
- 3) Specific needs of the supported individuals.

When, 2) and 3) are relatively equal between two (2) or more employees, seniority shall govern.

14.05 Trial Period

The successful applicant shall be notified in writing within one (1) week following the end of the posting period and placed in the position within fifteen (15) working days up to including postings closing on or before October 23rd. For postings closing after this date, the successful candidate shall not move positions until the Employer re-opens for administrative services in the New Year unless they have worked in that location in the previous three (3) months and the employee has no prior commitment to a previous position that would interfere with their schedule. Notwithstanding the previous sentence, the Employer shall provide the successful candidate the opportunity to complete any online training and HR orientation required for the position prior to the Employer re-opening for administrative services in the New Year where there are no overtime costs. He/she shall be given a trial period of three (3) months, during which time he/she will receive the necessary training for the position and a performance review at a minimum of every thirty (30) days throughout the trial period. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she will be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

Notwithstanding the above, a trial period of one (1) month shall be only in the following situations:

- 1) An employee working in a full-time direct support position moving to a full-time direct support position;
- 2) An employee working in a full-time direct support position moving to a part-time direct support position;
- 3) An employee working in a part-time direct support position moving to a part-time direct support position;
- 4) An employee working in an overnight position moving to an overnight position

14.06 Notification to Employee and Union

The name of the successful applicant shall be posted on the intranet, on all bulletin boards or included in the communication binders. The Union shall be notified, in writing, and within one (1) business day of all affected employee(s) receiving notification, of all promotions, demotions, hiring's, transfers, recalls, deaths and monthly for all resignations or retirements.

14.07 Re-application Limit (Full-time and Part-time)

The successful applicant for a job posting shall not be eligible to be considered for any further job posting for a period of six (6) months from the date upon which the employee assumed the position, unless the job posting is for a position in a higher rated classification or a change in regularly scheduled hours.

14.08 Qualifications

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

14.09 Job Evaluation

Job Evaluation will be subject to discussion during the life of this Agreement by the Labour/Management Committee as in Article 9 with the exception of the three (3) month meeting period. Such meeting shall be held as often as the parties can mutually agree and shall be the only subject matter for discussion at those meetings, both parties may have representatives and/or consultants at the meeting.

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. Part-time employees shall be laid off prior to Full-time Employees.

15.02 Role of Seniority in Layoffs

a) Notice to Union and Employee(s)

- i) In the event of a proposed layoff reduction of services, restructuring, or any other initiative that would impact the job security of a bargaining unit member, the Employer shall provide the union with no less than sixty (60) days written notice.
- ii) The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall disclose to the Union plans for reductions to services, layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.

iii) Provide to the affected employee(s), if any, who will be laid off with no less than one (1) months' written notice of layoff, or pay in lieu thereof.

b) Employee having received layoff notice:

An Employee in receipt of notice layoff pursuant to 15.02 a) ii) above may:

- i) Accept the layoff; or
- ii) Displace (bump) another Employee who has less bargaining unit seniority with less seniority in the same, lower or identical paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced, (bumped) thereafter shall be entitled to three (3) weeks notice. (March 15/05).

Note: For purposes of the operation clause b) ii) above, an identical paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid-off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.

c) Bumping (Displacement of another Employee)

- i) An employee who chooses to exercise the rights to displace (or bump) another Employee with less seniority shall advise the Employer, in writing, of his or her intention to do so and the position claimed within seven (7) calendar days of receiving the notice of layoff. No part-time employee can bump into a full-time position.
- ii) In the event that there are no employees with lesser seniority in the same or a lower identical paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within five percent (5%) of the laid-off employee's straight-time hourly rate providing the laid-off employee is qualified for the position within the classification.
- iii) An employee who is subject to layoff other than a layoff of a long-term nature (more than three (3) months) including a full-time employee whose hours of work are, subject to Article 15.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with a) or c) above.

d) Both Parties Recognize that Job Security Shall Increase in Proportion to Length of Service

- i) In the event a layoff occurs, as per a) above, both parties recognize that the employee with the most seniority, in the work location, shall be offered the layoff first.
- ii) Should no employees in that location elect the layoff, the employees shall be laid off in the reverse order of their location-wide seniority. A maximum of ten (10) bumps shall result from one (1) layoff.

- iii) An employee who chooses to bump into a different classification, and/or location from which he or she was working prior to layoff/bump shall have the right of first refusal to the position he/she had immediately preceding the layoff/bump if said position becomes vacant within six (6) months of his/her written notice to the Employer to bump [15.02 c) i)].

15.03 Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he/she has the ability and qualifications to perform the work before such opening is posted (as per Article 14.01). The posting procedure (as per Article 14.01) shall not apply until the Employer has exhausted the recall list, and position remains open in keeping with Letter of Agreement Re: Qualifications, page 68 (2936.03 only).
- b) The Employer shall notify the employee of the recall opportunity, by courier, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second (2nd) business day following the couriering). 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 to work. The employee is solely responsible for his/her proper address being on record with the Employer (as per Article 30.02). Employees must respond in writing, couriering or delivering in person their response within two (2) business days of deemed received.
- c) Employees on layoff shall be given preference for temporary positions for which he/she has the ability and qualifications to perform the work, which are expected to exceed 10 (ten) working days. An employee who has been recalled to such temporary position shall not be required to accept the recall and may instead remain on layoff unless such position is expected to exceed three (3) months in duration. employee refusing a recall to a position expected to exceed three (3) months in duration as per Article 13.04 (3) will have deemed to voluntarily resigned their employment.
- d) Employees on the recall list who choose to take temporary position shall be placed back on the recall list at the conclusion of the temporary position. If a permanent position becomes available while the employee is filling temporary position and there are no other employees on the recall list, the position shall be posted (as per Article 14.01). The employee who is filling the temporary position may apply for the posting through normal posting procedures.
- e) Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of not to exceed two (2) weeks to accept recall. The Employer offering recall may ask for proof of alternate employment (i.e. pay stub).
- f) An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

15.04 No New Employees

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available as determined by the Employer.

15.05 Advance Notice of Layoff –

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) weeks prior to the effective date of layoff. Within seven (7) days of receipt of notice of layoff an Employee wishing to exercise his/her bumping rights pursuant to Article 15.02 shall notify the Personnel Officer of the position he/she wishes to obtain. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available. Within four (4) working days of receipt of notice of layoff, an employee wishing to exercise his/her bumping rights pursuant to Article 15.02 shall notify the Director of Human Resources or designate of the position he/she wishes to obtain.

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union within three (3) business days of notification to discuss the situation and any possible means of minimizing staff impact.

15.06 Payment of Benefit Premiums while on Layoff

In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 15.02. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the lay-off and arranges with the Employer the appropriate payment schedule.

15.07 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step No. 3 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

16.01 Residential Services

- a) The normal hours of work for a full-time position of fifty (50) to eighty (80) hours within a two (2) week period inclusive of a paid lunch of one half (½) hours per day. Each shift shall consist of no less than five (5) consecutive hours or no more than ten (10) consecutive hours inclusive of half (½) hour paid lunch period each day. Such shifts shall finish no later than 11:00 p.m. unless mutually agreed.

The normal hours of work for a part-time position shall be no more than forty-eight (48) within a two (2) week period inclusive of a paid lunch of one half (½) hour per day if the employee works more than five (5) consecutive hours. Each shift shall consist of no less than four (4) consecutive hours or no more than ten (10) consecutive hours inclusive of half (½) hour paid lunch period each day. Such shifts shall finish no later than 11:00 p.m. unless mutually agreed. The above noted minimum hours does not apply to part-time employees covering/attending team meetings or covering/attending training.

- b) It is the intention of the Employer to employ full-time staff whenever possible in its Group Home operations in order to provide stability and continuity in service and support.

c) Split Shifts

Notwithstanding article 16.01 a) the employer will be entitled to schedule split shifts within the residential program for specific documented purposes resulting in shifts less than eight (8) eight consecutive hours for eighty (80) hour positions and agreed between both parties (employee and employer). The schedule will be adjusted to ensure the employee receives full entitlement of hours for the current pay period.

i) Overnight Sleep Position

The regular hours of work shall be between 10:00 p.m. and 9:00 a.m. each shift shall consist of ten (10) consecutive hours, four of which will be standby time. Standby time is defined as a time during which the staff can sleep but, must remain in the residence and on call to respond to emergencies or incidents that may arise. An employee on standby shall receive minimum wage for all hours on standby pay. Employees will be credited with seniority during their standby time. Should an employee have to work any part of the time which is considered standby, the employee shall receive the regular hourly rate of pay.

ii) Days Off

1. Days off shall be scheduled in such a manner as to provide full-time Direct Support eighty (80) hour employees every weekend off (i.e. Saturday and Sunday) unless mutually agreed otherwise. Staff shall not be required to work more than (7) consecutive days without a day off.
2. Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off except where otherwise mutually agreed.

3. Full-time Direct Support fifty (50) hours bi-weekly shall be scheduled to work two (2) alternate weekends within four (4) week period, unless mutually agreed.

iii) Work Schedules

Work schedules will be developed collaboratively, no less than three (3) times per year, by the employees and the supervisor at each site and approved by Management prior to implementation. Schedules will be posted at least four (4) weeks in advance of the month for which it is applicable and will not be changed without seventy-two (72) hours' notice. Notwithstanding the above, if a change is required in the date and time of a team meeting, the Employer shall provide thirty-six (36) hours to each affected employee. Work schedules for the Christmas period shall be posted at each location by October 15th of each year. The schedules when posted will be as completely filled in as reasonably possible. For the purpose of clarity, a need shift is a previously scheduled shift that comes available due to unforeseen circumstances and shall be offered in order of seniority.

iv) Full-time Opportunity

Full-time employees shall have the first opportunity to work day shifts where they become available.

v) Split Shifts

The Employer will be entitled to schedule split shifts within the Residential Program upon mutual consent of both parties and the arrangement documented.

vi) Exchange of Shifts

Subject to the Employer's approval, employees may be allowed to trade shifts or days off providing that, if required, such a request is submitted, in writing, to the Employer at least one (1) week prior to the change and mutually signed by the employees involved in the change. Such mutual exchange of shifts or days off must not result in overtime compensation to either of the employees.

vii) Rest Period

Full-time employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as practicable for shifts exceeding four (4) hours in duration.

Part-time employees who work more than three (3) hours and less than five (5) hours will be granted a fifteen (15) minute rest period at work location without loss of pay during their shift as near to mid-point as possible. Part-time employees who work more than five (5) consecutive hours will be granted an additional fifteen (15) minute rest period at work location without loss of pay.

16.02 Replacement Worker System

Staff will have the opportunity to place their name on a maximum of ten (10) cluster lists that they wish to be available for and are qualified for the position.

A further emergency list will be compiled for all employees wishing to be available for call-ins at location other than above. The emergency list will be in order of seniority (part-time & full-time combined).

By January 15th of each year staff will submit their availability for their ten (10) cluster lists of choice and then the Emergency Lists. By February 15th of each year all clusters and emergency lists will be posted at each location. Any changes can be made through your Manager as your availability change and posted list(s) shall be amended. It is the responsibility of the Employee to notify the manager, in writing, of any availability changes.

- 1) In-House by seniority and call in this order: (Employees holding positions within the house)
 - i) Full-time employees working less than eighty (80) hours in house, on a rotational basis, within bargaining unit will be given first opportunity to work the longer shift.
 - ii) Part-time less than eighty (80) hours in house, on a rotational basis, within the bargaining unit and then part time "in-house" employees who are working a shorter shift will be given opportunity to work the longer shift, prior to going to the "out of house" cluster list.

- 2) Out-Of-House Cluster List by seniority and call in this order:
 - i) Full-time less than eighty (80) hours out of house, on a rotational basis within the bargaining unit.
 - ii) Part-time less than eighty (80) hours out of house, on a rotational basis, within the bargaining unit.

- 3) For overtime purposes call in this order:
 - i) In house by seniority (combined full time and part time by seniority on a rotational basis within the bargaining unit) in adherence with Article 16.02.
Out of house by seniority (combined full time and part time by seniority on a rotational basis within the bargaining unit) in adherence to Article 16.02.
 - ii) In house by seniority (combined full time and part time by seniority on a rotational basis within the bargaining unit) the employee with the greatest rest period lesser than the required eight (8) hours.
 - iii) Out of house by seniority (combined full time and part time by seniority on a rotational basis within the bargaining unit) the employee with the greatest rest period lesser than the required eight (8) hours.
 - iv) Emergency List-must adhere to the above. (2936-02)

- 4) All employees shall have a minimum of an eight (8) hour break between shifts the exception would include training, team meetings and medical appointments.

Part time employees can work no more than eleven (11) hours after which time eight (8) consecutive hours free from work is required. Part-time employees are available to return to work once the eight (8) hour rest period has been completed.

If there is not an eight (8) hour break between shifts, and an employee works more than eleven (11) hours in a split shift scenario, overtime shall be paid after the eleventh (11th) hour.

Terms and Conditions

1. The Human Resources Department will send an updated seniority list to each location every eight (8) weeks.
2. The initial "meet and greet" for work at any location is voluntary and unpaid. Any subsequent orientation/training (minimum four (4) hours) shall be considered time worked. Training will be scheduled upon approval of supervisor of location or designate.
3. All full-time staff (including temporary full-time staff) scheduled less than eighty (80) hours in a two (2) week period, part-time and overnight staff will be given the opportunity, at any time after completion of orientation, to have their name added to a location cluster list, upon written request to the supervisor of location or designate.
4. Two (2) cluster lists will be developed (a non-overtime list and an overtime list.)
5. Staff will have the opportunity to place their name on a maximum of ten (10) location cluster lists that they wish to be available for and are qualified for the position.
6. All overtime cluster lists will be arranged in order of seniority where seniority is combined for all Employees.
7. Staff scheduled during the available hours or on paid time off will not be offered the shift.
8. During a period of three (3) months should an employee not work any shifts at a location in which he/she is on the cluster or emergency lists, the employer will notify the employee in writing at their residence, within seven (7) days, and a copy to be sent to the Unit Chair. The employee must provide in writing their intent to remain on the cluster or emergency lists to the Employer no later than fourteen (14) days from the date of notice, otherwise he/she will be removed. Should the employee choose to remain on the cluster or emergency lists, the employer shall provide a refresher orientation. Orientation must occur prior to their first (1st) shift.
9. The Employer agrees to provide the Scheduling/call-in forms for 2936-03 group.
10. The employer will only be required to make one call before continuing through the cluster list in order to secure staffing for shifts that require filling within forty-eight (48) hours. For shifts that need to be filled greater than forty-eight (48) hours in advance, the employer shall phone and leave a message, where available, for all employees under eighty (80) hours that qualify.

The employee(s) must respond within a two (2) hour period. The most senior employee who returns the call and accepts shift within the two (2) hour period will be scheduled. The employees are responsible to check schedule. Should no employee under eighty (80) hours previously called accept the shift within a two (2) hour period, scheduling will continue making calls through the cluster list.

ARTICLE 17 – OVERTIME

17.01 a) Residential Services – Overtime Defined

All time worked which is approved in advance by the Employer before or after the full-time employee's schedule daily hours, the regular bi-weekly hours or scheduled day off shall be considered overtime. All time worked by employees on a paid holiday as provided in Article 18.01 or on the eighth (8th) day and all subsequent days worked consecutively shall be considered overtime. For the purpose of this Article, all time paid for shall be considered time worked.

The parties agree that employees working less than eighty (80) hours in a bi-weekly pay period must work eighty (80) hours in that same pay period before reaching overtime status.

- b) As per article 16.02 4), employees scheduled to work less than eighty (80) hours in a bi-weekly period, working more than eleven (11) hours without an eight (8) consecutive hour break will be paid overtime for any hours worked over eleven (11). When the Employer extends an employees' shift beyond their regular scheduled hours, it will not be considered a shift worked for the purposes of any rotating lists referenced in Article 16.02 – Replacement Worker System. Any extension beyond four (4) hours will be offered as per Article 16.02 – Replacement Worker System.

Part-time Overtime Defined

All hours worked beyond eighty (80) hours in a bi-weekly period or on the eight (8th) consecutive day and all subsequent days worked consecutively shall be considered overtime, or when eligible on a paid holiday as per Article 18.01 shall be paid at overtime rates as per Article 17.02.

17.02 Compensation for Work Before or After Scheduled Daily Hours

Overtime work before or after the regular daily hours shall be paid for at the rate of time and one-half (1½).

17.03 Compensation for Work on Paid Holidays Not Regularly Scheduled

- a) Overtime work on a paid holiday when the full-time employee was not scheduled to work shall be paid at the rate of time and one-half (1½) plus another day off without loss of regular pay at a time mutually agreed upon. If a day cannot be mutually agreed upon, the full-time employee shall be paid for a full day at his regular rate of pay.
- b) Part-time employees who meet the requirements of the *Employment Standards Act* will be paid at the rate of one and one-half times (1½ x) for working on holidays listed in Article 18.01 a) of the Collective Agreement.

17.04 Payment for Supply of Meals

When an employee is required to work after their scheduled shift, such employee shall be entitled to a meal or if no meal is provided/available, a meal allowance of fifteen dollars (\$15.00) on each such occasion paid for to the employee, upon presentation of receipt.

17.05 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

17.06 Sharing of Overtime

Overtime and call back time shall be divided equitably among employees who are willing and qualified to perform the available work.

17.07 Call Back Pay Guarantee

A full-time employee who is called in and required to work outside his/her scheduled working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the full-time employee's regularly scheduled hours and the work the Full-time Employee is called to do. When the work called back for is completed, the Full-time Employee shall be allowed to leave.

17.08 Time Off in Lieu of Overtime

Instead of cash payment for overtime, a full-time employee may choose to receive time off at the overtime rate at a time mutually agreed upon by the full-time employee /Employer. Time off in lieu is taken within three (3) months of the workweek in which the overtime was earned, or it will be paid out. Lieu time accrued will not exceed one (1) week of full-time employee's normal weekly hours, any hours beyond the normal weekly hours shall be paid out.

17.09 No Duplication of Overtime

It is understood that there will be no duplication of premiums nor pyramiding of overtime.

ARTICLE 18 – PAID HOLIDAYS

(Full-Time Only)

18.01 a) The Employer recognizes the following as paid holidays:

New Year's Day	First Monday in August
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

and any other day declared or proclaimed as a statutory holiday by the Federal or Provincial Government, (plus the last four (4) hours on the full-time employee's last regularly scheduled day) or shift prior to Christmas Day and all other regular work days between Christmas and New Year's Day. Work schedules for the Christmas period shall be posted at each location by October 15th of each year. A full-time employee who is regularly scheduled to work less than eighty (80) hours in a pay period shall be allowed to work non-statutory holiday days during the Christmas

period, up to eighty (80) hours, provided the hours are not those for which they would be normally scheduled. Such shifts shall be at regular rate of pay unless overtime rules apply.

Part-time have the first opportunity to the need shifts for the Christmas period without incurring overtime prior to offering these shifts to full-time staff scheduled less than eighty (80) hours. All employees need to declare availability for Christmas needs shifts prior to September 1st each year.

For the purpose of Christmas day, Boxing Day, should they fall on a Saturday and Sunday they will be observed on the Thursday and Friday previous to Christmas day.

For the purpose of Boxing day, should it fall on a Saturday it will be observed on the Thursday previous to Christmas day.

For the purpose of New Years' Day, should it fall on a Saturday or Sunday, it will be observed on the Monday following New Years' Day.

For part-time employees, compensation for Holidays as listed above will be in accordance with the Employment Standards Act (ESA) and in accordance with 24.01 b) Benefit Plans.

Residential Services (Only)

- b) The Employer and the Union agree to meet in the spring of each year to discuss the general procedure for schedule for the Christmas and New Year holiday period. Such scheduling shall be mutually agreed upon. The Christmas and New Year schedule will be posted by October 15th.

18.02 Residential Services

Compensation for Holidays on Saturday or Sunday or Regularly Scheduled Day Off

When any of the above-noted holidays fall on a Saturday or Sunday or regularly scheduled day off and is not proclaimed as being observed on some other day then the holiday will be taken at a mutually agreed upon time. If a day cannot be mutually agreed upon, the full-time employee shall be paid for a full day at her/his regular rate of pay.

18.03 Pay for Regularly Scheduled Work on a Paid Holiday

A full-time employee who is not scheduled to work on the above paid holidays shall receive a day in lieu to be taken at a mutually agreeable time. A full-time employee, who is scheduled to work, and works, shall be paid at the rate of time and one-half (1½) plus another day off with pay, at a time mutually agreeable. If a day cannot be mutually agreed upon, the full-time employee shall be paid for a full day at his/her regular rate of pay.

18.04 Personal Leave Day (Full-Time Only)

Each full-time employee covered by this Agreement shall have two (2) personal leave days each calendar year. PLD days are pro-rated on hours worked. Such day shall be taken at a time mutually agreeable between the full-time employee and the Employer. Full-time employees may not carry over or accumulate the personal leave days from one (1) calendar year to the next.

18.05 Observances for Overnight Staff

It is agreed and understood by the parties that holiday pay and premium pay for working on a statutory holiday will be paid for any hours worked during the twenty-four (24) hours on such days.

ARTICLE 19 – VACATIONS

19.01 Length of Vacation – (Full Time Only)

A full-time employee shall receive an annual vacation with pay in accordance with the full-time employee's years of employment based on the employee's anniversary date as follows:

YEARS OF SERVICE	VACATION ENTITLEMENT
One (1) year or more	Fifteen (15) working days
Four (4) years or more	Twenty (20) working days
Ten (10) years or more	Twenty-five (25) working days
Twenty (20) years or more	Thirty (30) working days
Twenty-five (25) years or more	Thirty-five (35) working days

Part-time employees who have less than one (1) year of service 1820 hours paid shall receive four percent (4%) vacation pay on June 1st and December 1st of each year. A part-time employee may request their earned vacation pay prior to the beginning of a Maternity or Parental leave. Part-time employees will progress up the vacation grid in accordance with their seniority as follows:

SENIORITY – HOURS PAID	VACATION PAY ENTITLEMENT
Up to 1820 hours paid	Four percent (4%) vacation pay
1820 hours paid	Six percent (6%) vacation pay
7280 hours paid	Eight percent (8%) vacation pay
18200 hours paid	Ten percent (10%) vacation pay
36400 hours paid	Twelve percent (12%) vacation pay
45500 hours paid	Fourteen (14%) vacation pay

19.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during a full-time employee's vacation period, he/she will be allowed an additional vacation day at a time mutually agreed upon by the full-time employee and the Employer. If a day cannot be mutually agreed upon, the full-time employee shall be paid for a full day at his/her regular rate of pay.

19.03 Vacation Pay

Vacation pay for each week of vacation shall be paid at the rate of two percent (2%) of gross earnings, or current annual rate, whichever is greater.

19.04 Vacation Pay on Termination and Retirement

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

19.05 Residential - Vacation Schedule and Preference

- a) Each full-time employee shall request minimum of fifty percent (50%) his/her vacation by May 1st of each year. The Employer shall finalize the vacation schedule and post by May 15th. Vacations can only be altered thereafter by mutual agreement between the full-time employee and the Employer. Vacations shall be granted in order of seniority during the Posting Procedure. Should a full-time employee not schedule their full vacation during the required scheduling period, vacation shall be granted on the first requested basis.
- b) Should more than one (1) part-time employee desire the same vacation time, such time shall be granted according to seniority amongst part-time staff.

19.06 Unbroken Vacation Period

- a) The full-time employee may request to take one (1) day at a time which shall be granted upon mutual consent between the full-time employee and the Employer.
- b) A full-time employee shall receive an unbroken period of vacation unless mutually agreed upon between the full-time employee and the Employer.

19.07 Vacation Carry Over

Vacation time shall not carry over from one (1) calendar year to the next calendar year except with the approval of the Executive Director or designate. There shall be no negative impact to employees during transition from anniversary year to calendar year.

19.08 Effect of Leave of Absence on Vacation

Leave of absence without pay in excess of thirty (30) calendar days will reduce the vacation entitlement on a pro rate basis.

19.09 Effect of Long-Term Illness on Vacation Entitlement

Where a full-time employee is absent from work for more than four (4) continuous months as a result of illness or injury, her/his annual vacation entitlement as defined in 19.01 above shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of four (4) months. Notwithstanding, the progression through the vacation grid shall not be affected.

ARTICLE 20 – SICK LEAVE PROVISION

(Full Time Only)

20.01 Sick Leave Defined

Pay for sick leave is for the sole and only purpose of protecting the full-time employee against loss of regular income when he/she is sick or disabled and unable to work or because of an accident for which compensation is not payable under the Workers' Safety and Insurance Act.

20.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-half (1½) days for every month a full-time employee is employed plus an extra one (1) day and two (2) hours yearly.

20.03 Sickness in Family

In an emergency when no one at home other than the full-time employee can provide for the needs during illness of an immediate family member, (as defined by Article 21.04), a full-time employee shall be entitled, after notifying his/her Supervisor, to use up to five (5) accumulated sick leave days per calendar year. At the Executive Director's sole discretion additional days may be approved. Such approval will not be unreasonably withheld. The Employee shall give notification of his/her absence as per Article 20.03. Upon request, the Employee shall supply a medical certificate to confirm the illness.

20.04 Accumulation of Sick Leave

The sick leave credits of any full-time employee shall be cumulative as from the beginning of the first complete month after commencement of duties, up to a maximum of two hundred and forty (240) working days.

20.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave or other excused absence as in accordance with Article 20.09.

20.06 Proof of Illness

A medical certificate must be provided by an employee for absence due to sickness or accident for more than three (3) consecutive working days. Further medical certificates must be provided if the Employee does not return to work on the date of the return stated on the last certificate provided to Human Resources or designate or every six (6) weeks if no date of return is stated on the last certificate. The Human Resources Department or immediate Supervisor reserves the right to require a medical certificate, at the Employer's expense, for any absence due to sickness or accident of less than three (3) working days for just cause and will be received by the Employer within three (3) workdays of the request as defined in Article 30.03.

20.07 Sick Leave During Leave of Absence and Layoff

When a full-time employee is given leave of absence without pay for any reason in excess of thirty (30) days, or is laid off on account of lack of work, and returns to duty upon expiration of such leave of absence, he/she shall not receive credits for the period of such absence but shall retain his cumulative credits, if any, existing at the time of such leave or layoff.

20.08 Sick Leave Records

During the month of July the Employer shall advise each full-time employee, in writing, of the amount of sick leave accrued to his/her credit.

20.09 Medical Care Leave

The Employer agrees to allow full-time employees paid time off from normally scheduled work time to attend employee's or employee's immediate family's medical (specialist, medical diagnostic), dental (orthodontic, periodontal) or therapy (physio, occupational, speech, hearing) appointments. Full-time employees will make every attempt to schedule such appointments during non-working hours. Full-time Employees shall be required to show proof of health care when requested by a Manager (in consultation with Human Resources when appropriate) that is signed by the attending health care professional. Such time off will be limited to eighteen (18) hours in a calendar year and will be deducted from the Full-time Employee's accumulated sick leave. At the Executive Director's sole discretion additional hours may be approved. Such approval will not be unreasonably withheld.

In instances whereby legitimate personal emergencies arise, consideration will be given, on an individual basis by the Manager, after consultation with the full-time employee. Approval of requests for such absences shall not be unreasonably withheld.

Rules for Application

1. Wherever possible, appointments will be scheduled by Employees before or after scheduled work hours.
2. When it is necessary to schedule appointments during regular hours of work, such appointments should be scheduled within the first or last working hour of the day.
3. Excused absence shall only be granted subsequent to approval by the Manager.
4. Employees will request time off, in writing, whenever possible for scheduled appointments with as much notice as possible. Immediate Manager or designate will not unreasonably withhold permission. Individual needs of Employees will be taken into consideration.

20.10 Notification of Absence

An Employee shall be required to notify his/her Supervisor or designate of his/her absence due to sickness at least four (4) hours (residential) or one (1) hour (all other departments) before the commencement of his/her shift. Failure to give such notice may result in loss of sick leave benefits for that day of absence for full-time employees.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or applicable benefits for total time involved in negotiations and conciliation with the Employer during regularly scheduled hours of work. For part-time employees, time spent in negotiations and conciliation shall be considered time worked for the purpose of seniority and pay.

21.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in grievance and arbitration procedures during their regularly scheduled hours of work. For part-time Employees, time spent in the above procedures shall be considered time worked for the purpose of seniority only.

21.03 Convention or Seminar Pay Provisions

- a) Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions or seminars may be allowed leave of absence with pay and benefits, such request shall not be unreasonably withheld. The Union shall reimburse the Employer for the amount of wages paid to the Employee during the leave of absence upon request from the Employer.
- b) No more than three (3) members of the bargaining unit shall be allowed off at the same time and no more than an aggregate total of forty (40) days in any calendar year.

21.04 Paid Bereavement Leave

An Employee shall be granted five (5) scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death of an immediate family member, including spouse, parent, common-law spouse, brother, sister, child, step child, fiancé, and step-parent, and same sex partner, or Aunt / Uncle or Grandmother / Grandfather should he/she/they be the employee's primary caregiver. An Employee shall be granted three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparent, grandparent, grandchild, niece and nephew. Leave of absences in other instances may be granted at the discretion of the Executive Director.

21.05 Parental, Paternity Leave-Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended or as covered under this Collective Agreement.

- a) i) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act* and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The Employee shall give at least two (2) weeks' notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 21.05 a) i) Parental Leave.

- b) An Employee who does not apply for leave of absence under 21.05 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.05 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the *Employment Standards Act* if the Employee elects, in writing, to continue her share of the premiums and pays her portion by the fifteenth (15th) of the month that the premiums are due.
- d) An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. On her return to work the Employer shall reinstate the Employee to her position and location or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began.

All Employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions and location.

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of 21.05 d).

- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice, in writing, which she intends to take parental leave.

h) Parental Leave

The employee on the parental leave is entitled to a job-protected, unpaid leave once the child is born or comes into their care.

To be eligible for parental leave, an employee has to be employed at least thirteen (13) weeks before the date the leave is going to start. An employee does not have to actively work for thirteen (13) weeks to be eligible for parental leave. The employee could be on layoff, vacation, sick leave or pregnancy leave for all of the thirteen (13) week qualifying period and still be entitled to parental leave.

The birth mother who takes the Pregnancy Leave is entitled to take up to sixty-one (61) weeks of Parental Leave, beginning right after the Pregnancy Leave. Birth mothers who do not take the Pregnancy Leave and all other new parents can take up to sixty-three (63) weeks of Parental Leave beginning no later than seventy-eight (78) weeks after the birth of the child or first come into care. Parents can, but do not have to, take the leave at the same time.

Employees must provide their Employer with two (2) weeks' written notice before beginning a parental leave. The notice letter must include the starting date for the parental leave and attached to the Employer's Unpaid Leave of Absence Approval form.

An employee taking a pregnancy leave may inform the Employer of both leaves at the same time (i.e. when she gives her two (2) weeks' written notice before her pregnancy leave).

If the employee wants to change the date he or she will return to work, the Employer must be given a written notice at least four (4) weeks before the change is to happen.

Definition of a "parent" includes:

- A birth parent;
- An adopting parent - whether or not the adoption has been legally finalized;
- A person who is in a relationship of some permanence with a parent of a child and who plans on treating the child as his or her own.

21.06 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as juror or subpoenaed witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employee will present proof of service and notify the Director of Human Resources or designate immediately following notification that he/she will be required to attend court as a juror or witness. The Employer shall pay such an Employee her/his normal rate of pay and any fees received for jury or witness duty excluding travel, meal and other allowances, must be returned to the Employer.

21.07 a) General Unpaid Leave

An Employee may apply for a leave of absence without pay and without loss of seniority for education or medical reasons with appropriate documentation or when such leave is for good and sufficient cause. Subject to Article 21.08, an Employee on leave under this Article shall not accrue seniority but their seniority shall remain frozen from the point at which their leave commences. All requests for a general unpaid leave shall be in writing and approved by the Executive Director or designate and shall not be unreasonably withheld.

b) Sabbatical Leave

After ten (10) years of service an Employee shall have the opportunity to a sabbatical leave of up to one (1) year at the sole discretion of the Executive Director.

c) Union Leave

The Employer may grant a leave of absence of up to one (1) year without pay and without loss of accrued seniority or occupational classification to any Employee to serve in a full-time position with the Canadian Union of Public Employees or any provincial or national body with which the Union is affiliated. Such leave may be renewed each year upon request. If the Employee is on a leave for less than one (1) year, upon her/his return, she/he is guaranteed her/his former position. If the leave is extended and she/he is away for more than one (1) year, upon her/his return, she/he is guaranteed a comparable job but not her/his specific job.

The Employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which she/he leaves. Such payment can be made through the payroll office of the Employer provided that the Employee informs the Employer of his or her intent to do so at the time of the granting of the leave and arranges with the Employer the appropriate payment schedule.

d) Part-time employees will be allowed to use up to fifteen (15) hours of earned vacation pay for personal leave.

21.08 Seniority While on Unpaid Sick Leave

Seniority shall continue to accrue while an Employee is away from work due to illness or disability as defined by the *Ontario Human Rights Code*. Seniority lists posted under 13.02 shall continue to reflect an Employee's accrued seniority while she/he is away from work due to illness or disability. It is understood, for part-time employees the seniority shall be equal to twenty-four (24) hours per week. Seniority earned while on unpaid leave as described above will be included for seniority rights under layoff, recall, promotion, demotion etc. but will not be included for any seniority, based calculations that have financial implications (e.g. Vacation, benefits, probation, etc.).

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages every two (2) weeks on Thursday by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

22.02 Pay on Temporary Transfer, Higher Rated Job

Upon completion of probation, an employee temporarily assigned to a classification paying a higher rate of pay for a period of one (1) day or more shall receive the job rate of pay for that classification if it is higher.

22.03 Pay on Temporary Transfer, Lower Rated Job

When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, her/his rate shall not be reduced.

22.04 Automobile Allowance

Travel rates paid to an employee using his/her own automobile for the Employer's business shall be as follows:

- a) All travel shall be calculated from the first (1st) day to the last day of each calendar month. Effective April 1, 2012 the rate is forty-five cents (.45¢) effective April 1, 2019, per kilometre for all kilometres traveled.
- b) Employees may, if they so wish, add an endorsement clause to their insurance coverage entitled "Passenger Hazard" (permission to carry passengers on an occasional basis). The cost of this additional coverage to a maximum of one hundred and fifty dollars (\$150.00) per annum will be covered by the Employer.
- c) The Employer shall cover all costs of damage to employees' vehicles that have been verified to be caused by people supported by C.L.O.C. The Employer may request up to three (3) estimates.

22.05 Weekend Premium (Full-time Only)

Where the majority of hours worked by a full-time employee occurs between 11:00 pm Friday and 11:00 pm Sunday such employee shall receive an additional thirty cents (.30¢) per hour for all hours worked. Effective April 5, 2015, where the majority of hours worked by a full-time employee occurs between 11:00 pm Friday and 11:00 pm Sunday such employee shall receive an additional forty cents (.40¢) per hour for all hours worked.

22.06 Clothing Allowance

The Employer agrees to reimburse an employee seventy-five dollars (\$75.00) per item to a maximum of two hundred and twenty-five dollars (\$225.00) per two (2) year period for any item of clothing or watch which is destroyed or damaged during the performance of their duties. An employee must bring damaged item to the Manager as soon as possible and receive prior approval for any repairs and/or replacements. An employee must also provide the Employer with a copy of the receipt on their expense claim for any item purchased or repaired.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an Employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the Employee or the date of change of job duties.

ARTICLE 24 – BENEFIT PLANS (FULL-TIME)

- 24.01 a) The Employer shall provide to all full-time Employees who have completed the probationary period and families the following Plans at no cost to the employee (except for Dental which is sixty percent (60%) paid by the Employer). as identified in the Group Benefit plan policy # 810495 including all identified below:
- 1) O.H.I.P.
 - 2) Extended Health Care, including drugs with a dispensing fee cap of ten dollars & fifty cents (\$10.50) per prescription.
 - 3) Paramedical coverage of four hundred fifty dollars (\$450.00) per insured person per calendar year
 - 4) Dental Plan including Endodontic, Periodontics, Orthodontics and Major Restorative, O.D.A. rate – One (1) year in arrears.
 - 5) Vision Care, two-hundred and fifty dollars (\$250.00) every two (2) years.
 - 6) Vision Testing – eighty dollars (\$80.00) every two (2) years per individual

- 7) Group Life, two times (2x) annual salary.
- 8) Long Term Disability Plan, one-hundred percent (100%) paid by Employee – existing Plan.
- 9) Hearing aids five hundred dollars (\$500.00) in any sixty (60) consecutive months

The Employer agrees that any change in insurance carrier will not result in a decrease of the benefits provided unless mutually agreed between the Parties.

While on Employment Insurance (sick leave), the Employer shall continue to pay the Employer's share of all premiums for Employee Benefit Plans, including the pension plan, based on one-hundred percent (100%) earnings.

The Employer agrees to supply each employee a current copy of the Benefit Booklet as may be amended from time to time and upon request provide the Union with the Master Policy Plan should it be available to the Employer.

BENEFIT PLANS (PART-TIME)

- b) The Employer will pay forty percent (40%) of the employee's share, as per Article 24.01 a) of the Collective Agreement, of premiums for Dental, Vision Care, Extended Health Care for all part-time employees who opted, prior to April 1, 2005, to receive benefits outlined in a) above instead of percentage in lieu. All employees who are grandparented shall continue to receive their benefits and their statutory holiday pay as per Article 18.01.
- c) A part-time employee hired after March 31, 2005 shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, call back pay, jury and witness duty, and bereavement pay) an amount equal to eight percent (8%) increase of his/her regular straight time hourly rate for all straight time hours.

24.02 Pension

Multi Service Pension Plan (MSPP)

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

.01 "Plan" means the Multi-Sector Pension Plan

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) The straight time component of hours worked on a holiday; and
- ii) Holiday pay, for the hours not worked; and
- iii) Vacation pay; and
- iv) Paid sick leave
- v) Paid bereavement leave
- vi) Paid jury duty

vii) Negotiation, grievance and committee meetings

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

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

- .02 Commencing April 1, 2010 each eligible full-time employee shall contribute for each pay period an amount equal to five percent (5%) of applicable wages to the Plan and each eligible part-time employee shall contribute for each pay period an amount equal to two-point five percent (2.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible full-time employee for each pay period, an amount equal to five percent (5%) of applicable wages to the Plan and the Employer shall contribute on behalf of each eligible part-time employee for each pay period, an amount equal to two-point five percent (2.5%) of two-point five percent (2.5%) applicable wages to the Plan.
- .03 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- .04 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.

- .05 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 .05 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

- iv) To be Provided Annually but no later than December 1
 - Current complete address listing

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information

- .06 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 Appendix "A".

24.03 Workers' Compensation Protection

All Employees shall be covered by *Workplace Safety and Insurance Act*. No employee shall have his/her employment terminated as a result of absence from work with a compensable accident.

Employees shall have access to sick leave credits until such time as the employee's claim for benefits is approved by the WSIB or sick time accrued as been exhausted.

24.04 Continuation of Rights and Benefits

- a) All employees receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority as per Article 13.07 and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay the Employer's share of all premiums for Employee Benefit Plans, including the Pension Plan, based on one hundred percent (100%) of earnings.
- b) An employee receiving payment from the Long-Term Disability Plan shall be entitled to all benefits under this Collective Agreement. While on Long-Term Disability the Employer shall continue to pay the Employer's share of all premiums for employee Benefit Plans, including the Pension Plan, based on one hundred percent (100%) of earnings for a period of thirty-six (36) months.

Seniority earned while on unpaid leave as described above will be included for seniority rights under layoff, recall, promotion, demotion etc. but will not be included for any seniority, based calculations that have a financial implication (e.g. Vacation, benefits, probation etc.).

24.05 Return to Work

An employee who is no longer deemed to have a compensable injury shall be placed in her/his former position and location with the Employer.

A return to work protocol will ensure the following:

- i) It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.
- ii) The parties will make reasonable efforts to place disabled employees in their regular classification. The full range of accommodation will be considered to enable employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will cooperate in finding suitable alternative employment.
- iii)
 - a) In complex cases when employees may need to be accommodated outside their classification or if representation is requested by the employee, the parties agree to establish a Joint Return to Work Core Committee. The Committee shall consist of up to two (2) representatives chosen by the employee and an equal number of Management personnel. The Committee shall establish their own protocol which shall include a policy on confidentiality.
 - b) Where the employee cannot be accommodated in their regular classification, the Core Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for:
 - i) The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, whether work-related or not.
 - ii) The return to productive and gainful employment, where practicable, for those employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as capable of performing duties of another classification.

ARTICLE 25 – HEALTH AND SAFETY

25.01 It is agreed that the Employer, the Union and the employees and all levels of Supervisor will co-operate fully to promote safe work practices, healthy working conditions and compliance with the Occupational Health and Safety Act and the associated regulations. CLOC endeavours to prevent personal injury and unsafe working conditions for all employees.

The parties acknowledge the authority of the Ontario Human Rights code and Bill 168 under the Occupational Health and Safety Act, as amended from time to time. The Health and Safety Committee is composed of any equal number of Employer and Union certified representatives, but with a minimum of two (2) Union and two (2) Employer members. The Union, through participation of its members in the Joint Health and Safety Committee will provide input on issues of occupational health and safety and will assist wherever possible in the furtherance of safe conditions and practices. The Joint Health and Safety Committee shall:

- a) Hold meetings as frequently as once per month for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices.
- b) Recommend in writing corrective procedures to the Employer and follow up as appropriate.
- c) Post minutes of the committee meetings in all locations.
- d) Conduct location inspections at least once per month in collaboration with Health and Safety Representative.
- e) Provide minutes and inspection reports to the Employer and the Union.
- f) Review WSIB incidents and/or accidents on a monthly basis
- g) Receive a copy of the WSIB form #7 within three (3) days of the Employer becoming aware of the incident or accident.
- h) Review and make recommendations for employees who are left alone to care for more than one (1) individual that we support

25.02 Boot Allowance

The Employer shall pay one hundred percent (100%) of the cost to a maximum of two hundred and fifty dollars (\$250.00) for safety footwear for those employees required to wear them in any two (2) year period.

25.03 Violence

The Employer and the Union recognize their joint obligation to create and sustain a safe workplace that is free from harassment and violence.

“Violence” means the attempted, threatened or actual conduct of any person that causes or is likely to cause injury and includes threatening statement or behavior that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public 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 domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates.

The parties further agrees and abides by the Agencies "Workplace Violence/Bullying Prevention" policy and the corresponding procedures. The parties agree to jointly review this policy on an annual basis at the Joint Health & Safety Committee to ensure that the policy remains current and continues to address concerns of violence identified by employees.

ARTICLE 26 – TECHNOLOGICAL AND OTHER CHANGES

26.01 In the event that it may be determined by the Employer to change the method of providing services and support to the individuals served by technological change and it is also considered necessary to consider displacing a regular employee from his/her job, the Employer, in accordance with past practice, prior to displacing such Employee shall consider the following:

- 1) Be responsible for retaining such employee, if possible.
- 2) Relocate the employee to another job in his/her area of competence provided that he/she is qualified to perform the duties outlined in the job description.
- 3) Afford the employee the opportunity of retraining in an alternate job provided such employee is trainable.
- 4) Notify the Union of any such changes as soon as practicable and be afforded the opportunity to meet with the Employer's Director of Human Resources or designate and such other management personnel as he/she considers appropriate, such meetings to be held prior to implementation.
- 5) In the event that none of the items 1), 2) and 3) above can take place, any layoff that may have to be actioned will be done in accordance with Article 15.

ARTICLE 27 – JOB SECURITY

27.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee except by mutual consent of the parties.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Bulletin Boards & Employee Communication Binders
Residential Services

The Employer shall provide either bulletin boards or employee communication binders which shall be placed in all work locations 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.

28.02 No Strike or Lockout

There shall be no strike or lockout as defined by the Ontario Labour Relations Act R.S.O., 1984 during the life of this Agreement.

28.03 Medical Examinations

As a requirement of various relevant Acts, all employees must follow the Legislative requirements and the agency policy for the Employee medical examinations.

ARTICLE 29 – COPIES OF AGREEMENT

29.01 The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and his/her rights and obligations under it. For this reason, the Employer will ensure a copy is available to all employees electronically in addition to a hard copy at each location. A hard copy shall be provided to the employee upon written request to the attention of Human Resources.

ARTICLE 30 – GENERAL

30.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

30.02 Change of Address

It shall be the duty of the employee to notify the Employer promptly of any change of address. Should an employee fail to do this, the Employer shall not be responsible for the failure of any notices which may be required under the terms of this Agreement to reach the employee.

30.03 Days Defined

Work Day

Work days are defined as the business day of Monday to Friday, excluding statutory holidays defined in Collective Agreement (Article 18) and weekends.

Calendar Day

The Employer is a twenty-four (24) hour, seven (7) day a week operation; defined as all calendar days.

Scheduled Day

Scheduled day is defined as a regularly scheduled shift with arrival and departure times set out by the Employer.

ARTICLE 31 – TEMPORARY EMPLOYEES

31.01 Definition

A temporary employee is a person hired for a period of not more than eighteen (18) months. Where a longer period is required this shall be arranged by mutual consent of both parties to this Collective Agreement. In all cases the conditions of work for temporary employees shall be given to the employee upon commencement. A copy of this document shall be sent to the Union. Any extension shall be pre-approved by the Union.

31.02 Condition of Hiring

A temporary employee will be hired only to replace a regular employee who is absent due to sickness, accident, vacation, or leave of absence approved by the Employer, or for special tasks or projects that are mutually agreed upon by the parties to this Agreement. A temporary employee may be working either full-time or part-time.

If an existing regular full-time employee fills in a temporary full-time position Article 31.03 shall not apply and, her/his status shall not change when she/he assumes the full-time temporary position. If an existing full-time employee fills in a temporary part-time position Article 31.03 shall not apply and, her/his status shall assume that of the temporary position.

If an existing regular part-time employee fills in a part-time temporary position, Article 31.03 shall not apply and her/his status shall not change when she/he assumes the part-time temporary position. If an existing part-time employee fills in a temporary full-time position, she/he shall assume all rights and privileges as that of a full-time employee. This shall be in keeping with Article 22.02.

31.03 A temporary employee who is not an existing regular full-time or part-time employee will be covered by all terms of the Collective Agreement with the exception of:

a) Article 13 – Seniority

However, should a temporary employee be hired for a regular job in the same classification, Article 13 shall apply with the last date of hire becoming their seniority date.

b) Article 14 – Promotion and Staff Changes

However, a temporary employee may apply and will be given consideration for the job if no Employee has applied and received the job.

- c) Article 15 – Lay-off and Recall
- d) Article 20 – Sick Leave
- e) Article 21 – Leave of Absence
- f) Article 24 – Benefits
- g) Articles 19, 20, 21 and 24 will apply to those temporary employees whose term of employment exceeds twelve (12) months as above.
- h) Where temporary employees meet the requirements of the Employment Standards Act, they will receive the paid holidays listed in Article 18.
- i) Temporary employees who work less than twelve (12) months shall receive four percent (4%) of salary for vacation pay upon termination except where a temporary employee receives a regular position then they shall be entitled to vacation as in Article 19 with their anniversary date being the last date of hire.

ARTICLE 32 – EMPLOYEE DEVELOPMENT

- 32.01 Each person will have a Professional Development Plan. This Plan will be developed by the Employee and their immediate Manager. All training and development will be based upon this Plan.
- 32.02 Eligibility
All new staff shall be required to participate in orientation and mandatory training provided by the Employer. All further training must be pre-approved by the immediate Manager. Staff will be entitled to further participation in development activities after successful completion of the six (6) month probation period according to their Professional Development Plan. Approval will also be subject to fiscal limitation.
- 32.03 Educational Allowance
(For attendance at an academic or technical course at an educational institution.) Certain education courses relevant to the employee's work with the Employer, may be claimed for reimbursement of the course cost excluding textbooks and supplies. The Employer will reimburse seventy-five percent (75%) of the course cost upon receipt of a certificate or official transcript indicating successful completion of the course. Courses must be approved in advance by the Human Resources Department or designate.
- a) The employee must have successfully completed one (1) year's service prior to approval for any course.
 - b) Request for reimbursement of course cost must be submitted, in writing, prior to commencement of the course. The request must contain a detailed outline of the course, the cost, expected date of completion, the location of the course and a few sentences describing in what way this employee feels the course will apply to his/her job.

- c) All courses will be assessed in regard to the applicant's job identified, training needs and the Employer's budget restraints.
- d) If an employee's application for course approval is denied, the employee shall be given the reason, in writing, by the Human Resources Department or designate.

32.04 Notice of Training Events, Workshops

The Employer shall post and/or include in communication books notice of special training and general interest events. Inquiries regarding specific internal and external training needs (as per their Professional Development Plan) should be directed to the Human Resources Department.

32.05 On-the-Job Training

The Employer shall provide, where feasible, a system of "on-the-job training" so that every employee shall have the opportunity to receive training for professional development and qualify for promotion and transfer in the event of a vacancy arising.

For training scheduled by the employer that is longer than one (1) hour, the employer is responsible for finding additional staff to come in and cover the employee who is doing the training.

ARTICLE 33 – JOB EVALUATION

33.01 Job Evaluation

Job Evaluation will be subject to discussion during the life of this Agreement by the Labour/Management Committee as in Article 9 with the exception of the three (3) month meeting period. Such meeting shall be held as often as the parties can mutually agree and shall be the only subject matter for discussion at those meetings, both parties may have representatives and/or consultants at the meeting.

ARTICLE 34 – TERM OF AGREEMENT AND RETROACTIVITY

34.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2018 to March 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date of the Agreement.

34.02 Changes in Agreement


Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Letters of Agreement must be ratified by the prospective parties before they are signed.

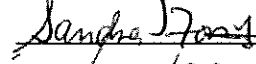
34.03 Retroactivity

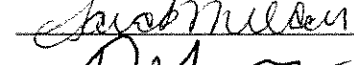
Retroactive payment to be made within thirty (30) days of "date of ratification" to employees employed at "date of ratification" and applied to wages only on the basis of all hours paid. If an employee has left his or her employment prior to "date of ratification", the Employer shall advise the employee, by notice in writing, to the last known address of the employee on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due to him or her and failing claim for payment, the Employer shall not be further obliged for payment to such employee. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.

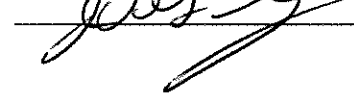
SIGNED AT Oshawa, ONTARIO THIS 13 DAY OF June 2019

FOR THE UNION:

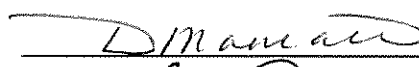








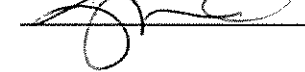


FOR THE EMPLOYER:









SCHEDULE "A"

Year 1 (2018): Stipend to be paid on the pay period ending after ratification by both parties.
Amount to be prorated based on hire date, based on fiscal year
Terminated employees are not eligible for stipend

Full-time Employees	\$1,650.00
Part-time Employees	\$825.00

Classifications	As of: April 1, 2018		Effective April 7, 2019		Effective April 5, 2020		Effective April 4, 2021	
	Probation	Job	Probation	Job	Probation	Job	Probation	Job
Full-time Direct	\$21.67	\$22.04	\$21.87	\$22.24	\$22.07	\$22.44	\$22.27	\$22.64
Part-time Direct	\$18.99	\$19.60	\$19.19	\$19.80	\$19.39	\$20.00	\$19.59	\$20.20
Overnight Awake	\$19.71	\$20.32	\$19.91	\$20.52	\$20.11	\$20.72	\$20.31	\$20.92
Overnight Asleep	\$18.99	\$19.60	\$19.19	\$19.80	\$19.39	\$20.00	\$19.59	\$20.20
Team leader	\$22.71	\$23.10	\$22.91	\$23.30	\$23.11	\$23.50	\$23.31	\$23.70

Summer Student

Wage: \$13.15 - \$14.00

It is understood that the Employer will continue to pursue any possible wage/salary upgrading dollars from its major funding source for the benefit of all Employees of the Community Living Oshawa/ Clarington. The Union will endeavor to lend its support to this process whenever possible.

In the event that these monies become available, the Employer agrees that they will be allocated to wage/salary upgrading as permitted by any accompanying guidelines and that Schedule "A" will be reviewed by the parties at that time.

LETTER OF AGREEMENT

Between


**COMMUNITY LIVING OSHAWA CLARINGTON
and
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-03**

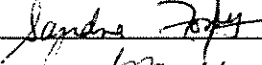
RE: SCHEDULING AND CALL-IN COMMITTEE


1. Both Parties agree that they shall meet within thirty (30) days after ratification of this Collective Agreements to discuss both scheduling and call-ins.
2. The Committee shall develop scheduling language and call-in language within sixty (60) days of the Committee's first meeting. The call-in language will include a procedure for both non-overtime and overtime hours and will be in keeping with Article 16.02 (Replacement Worker System). Both parties will present the language to the Labour Management Committee to review and make recommendations for ratification.
3. Formation of a Committee to consist of two (2) representatives from each of CUPE Local 2936-03 and Management. The Committee will convene within thirty (30) days of ratification of both the Collective Agreements.
4. The Parties (Union and Employer) shall meet to discuss any amendments, or additions to the implementation of the new scheduling procedure upon request of either parties.
5. Any changes deemed necessary to the scheduling/call in procedure may be made by mutual agreement, at any time, during the term of the Collective Agreement.
6. The Parties agree that the Letter of Understanding developed shall be ratified and attached to the Collective Agreement.


SIGNED AT Oshawa, ONTARIO THIS 13 DAY OF June 2019

FOR THE UNION:

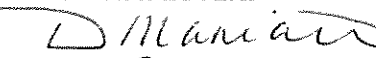


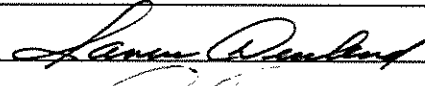


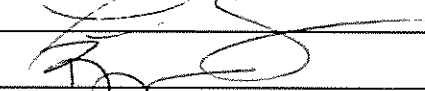




FOR THE EMPLOYER:







LETTER OF AGREEMENT

between

COMMUNITY LIVING OSHAWA CLARINGTON
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-03
(hereinafter referred to as "the Union")

RE: PETITION AND CENTRAL BARGAINING

The Employer and the Union agree to petition the Provincial Government for increases to base funding.

The Employer will continue to petition, individually with local Members of Provincial Parliament, and through the Annual Budget process for increased funding to improve wages and benefits for its workers.

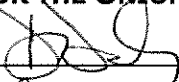
The Employer further agrees to petition, collectively through Community Living Ontario and Ontario Agencies Supporting Special Needs (OASIS) for increased funding to improve wages and benefits for its workers.

The Employer agrees to meet and work with the Union and other agencies to learn and have meaningful discussion regarding the development of structures and possible options that will assist toward the facilitation of central bargaining for the next round of collective bargaining.

It is agreed that participation in a Central Bargaining process for the next round of bargaining is dependent on the agreement of each party to participate in that process. The Employer further agrees to attend a forum hosted by CUPE where the concept of central bargaining will be explored.

SIGNED AT Oshawa, ONTARIO THIS 13 DAY OF June 2019

FOR THE UNION:

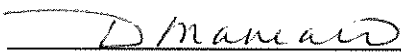


Sandra Felt

Jarab Mulla

Jarab Mulla

FOR THE EMPLOYER:



D. Manard

Stenou Paul

Stenou Paul

Stenou Paul

LETTER OF AGREEMENT

between

COMMUNITY LIVING OSHAWA CLARINGTON
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-03
(hereinafter referred to as "the Union")

FULL TIME EQUIVALENT APPLICATION

The Employer agrees to sponsor and support all interested Non-Probationary Employees in the Developmental Services Worker apprenticeship program upon written request to the Employer. The cost of the apprenticeship is the responsibility of the employee.

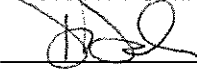
Upon receipt of the DSW Certificate, the employee will be considered full-time qualified providing the following factors have been completed;

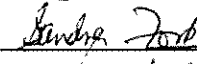
- Agency training completed satisfactorily which would include all mandatory training and Self Assessment Workshop (four [4] day)
- Prepare and facilitate a PSP and an ISP full agreement with supervision of supervisor.
- Discipline free work record within twelve (12) months of application to be deemed full time qualified.
- Current Satisfactory Performance Appraisal
- Completion of CAQ with a related development plan


Anyone grandfathered under this agreement is deemed qualified only in Local 2936-03.

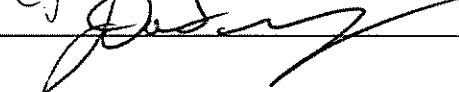
SIGNED AT Oshawa, ONTARIO THIS 13 DAY OF June 2019

FOR THE UNION:









FOR THE EMPLOYER:

