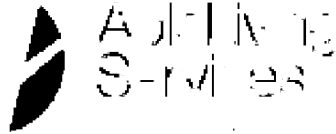


COLLECTIVE AGREEMENT

- between -

ABLELIVING SERVICES (Palmer Place)
(the "Employer")



- and -

Canadian Union of Public Employees
And its Local 3943-02
(the "Union")



Term: May 1, 2022 – April 30, 2025

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WHEREAS the purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and all employees represented by the Union while recognizing the special relationship which exists between the clients and the staff;

AND WHEREAS the purpose of this Agreement is to continue mutually satisfactory relations between the Employer and the employees, to provide machinery for the prompt disposition of alleged grievances and to set forth the provisions covering working conditions, hours of work and wages for all employees represented by the Union;

AND WHEREAS, based on this special relationship, this Agreement is intended to encourage a cooperative and harmonious working environment while recognizing and promoting the principles and integrity of the Independent Living Philosophy;

AND WHEREAS it is agreed that the purpose of the Independent Living Philosophy is to provide a dignified atmosphere and environment where tenants and clients are supported and afforded rights and responsibilities as individuals, and members of the general community;

AND WHEREAS it is agreed that this preamble is not intended to minimize any rights which exist under this Collective Agreement;

NOW THEREFORE the parties hereby agree as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

1.01 The Union is hereby recognized as the sole collective bargaining agent for all employees of AbleLiving Services employed at Palmer Place in the City of Burlington, save and except supervisors, persons above the rank of supervisor, students employed during the summer vacation periods, students employed under co-operative training program, office and clerical staff.

1.02 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

It is understood that this clause shall not be used for the purpose of bypassing the call-in procedure or to avoid overtime.

This Article shall not prevent clients or their designate from making arrangements for private care providers or publicly funded service delivery (e.g. VON), private duty or companion care. Such service(s) is between the client and or designate and the provider and shall not be viewed as a violation of the Collective Agreement.

It is understood that volunteers are an integral part of client life and that it is not the intent of the Employer to use volunteers to replace bargaining unit workers.

1.03 The Employer shall not bargain with or enter into any agreement amending or conflicting with any of the provisions of this agreement with an employee or group of employees in the bargaining unit.

ARTICLE 2 - RELATIONSHIP

2.01 The parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee by the Union or the Employer.

2.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union.

2.03 The Employer and the Union agree to abide by the provisions of the *Ontario Human Rights Code* and the *Ontario Occupational Health & Safety Act* and its regulations.

2.05 There shall be no solicitation for membership, collection of dues or Union activity for any purpose on the Employer's premises except with the written permission of the Employer.

2.06 The Union shall not distribute or cause to be distributed or posted any handbills, pamphlets, Union publications or the like on the Employer's premises except with the written permission of the Employer.

2.07 The Union business representative may attend grievance meetings, negotiations for the renewal of the Collective Agreement and Labour/Management meetings.

2.08 Each party agrees to keep the other party advised of the names and address of the appropriate person who has been named in this Collective Agreement for purposes of being notified. Each party shall be advised of changes in the names and addresses, as appropriate.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management, supervision and direction of the workplace is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision in this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

a) maintain order, discipline and efficiency;

- b) hire, discharge, assign, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees who have completed their probationary period for cause provided that a claim that an employee who has completed his probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- c) establish and enforce reasonable rules, regulations, policies and practices to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- d) determine, in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing the work, job content, scope of services to be provided to clients, and the working establishment for any service;
- e) generally, to manage and operate the Project in all respects in accordance with its obligations, and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, services to be provided, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - CHECK-OFF OF UNION DUES, ETC.

4.01 The Employer shall deduct an amount equivalent to regular monthly Union Dues for the term of this Agreement according to the following conditions:

- a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union Dues.
- b) New employees covered by this Agreement shall, as a condition of their employment, have deducted from their pay each month an amount equivalent to the regular monthly Union Dues after they have completed thirty (30) days of employment.
- c) Deductions shall be made from the first and second payroll of each month and shall be remitted by the Employer to the National Secretary not later than the last day of the month. The Union agrees to keep the Employer harmless and indemnified from any claim against it by an employee which arises out of any deduction under this Article.
- d) The Employer, when forwarding Union Dues, will submit a list indicating the names and addresses of those employees for whom deductions have been made as well as the names and dates of hire of those employees hired in the preceding month.

- 4.02** The Employer shall include the amount of Union Dues deduction on T4 slips. This is not applicable if the employee is exempted from dues under the *Ontario Labour Relations Act*.
- 4.03** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Article 4, Check-Off of Union Dues, etc. It is further agreed that at the time of hire, such employees will be provided with a copy of the Collective Agreement. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of ten (10) minutes for the purpose of advising the employee about the Union. The interview shall be at a time set by the Employer and shall occur during the employee's probationary period.
- 4.04** The Employer will provide to the Union a list of all employees' name, home mailing address, telephone/cell number and any other available telephone numbers by March 31 of every year.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01** The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lock out" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 6 - NEGOTIATING COMMITTEE

- 6.01** The Union has the right to elect or otherwise select a Negotiating Committee consisting of two (2) representatives. The members of the Committee shall be a regular employee of the Employer who has completed his probationary period.
- 6.02** The members of the Committee will be paid by the Employer for time used during the committee member's normally scheduled working hours in attendance at meetings with the Employer with respect to the negotiation of this Agreement up to and including conciliation.

ARTICLE 7 - UNION GRIEVANCE COMMITTEE AND STEWARDS

- 7.01** The Employer will recognize a Grievance Committee which will consist of two (2) Union Stewards, one (1) of whom shall be the Chief Steward, and all of whom will be elected or selected by the Union. An employee shall not be represented by more than one steward at any meeting with management.
- 7.02** The Union acknowledges that the members of the Grievance Committee must continue to perform their regular duties as set by the Employer. When the legitimate business of the member of the Grievance Committee requires them to leave their workstation, they

shall first receive permission from their supervisor for such absence for a reasonable period of time. Such permission shall not be unreasonably withheld.

7.03 Labour Management Committee

The Employer agrees to the formation of a Labour Management Committee which shall constitute representatives of the Employer and the Union only. Labour Management Committee meetings shall be scheduled quarterly per year if necessary. They should be scheduled by mutual agreement at the end of a shift or prior to the commencement of a shift. The members of the Committee will be paid by the Employer for time used during the committee member's normally scheduled working hours in attendance at a meeting of the Labour Management Committee. The parties agree that issues of health and safety may be referred to the Labour Management Committee. Additionally, workload concerns shall be referred to the Labour Management Committee for discussion and to explore alternatives and/or solutions.

- a) The parties agree that a Labour Management Committee shall be known as the Labour Management Committee composed of not more than three (3) representatives from the Union and three (3) representatives from the Employer. The Committee shall be used as a forum for consultation about issues relating to the workplace which affect the parties, or any employee bound by this Collective Agreement.
- b) The Committee shall meet at the request of either party. The meetings shall not be held more frequently than once every two (2) months unless mutually agreed. Necessity for a meeting will be indicated by a letter from either party to the other party delivered at least five (5) days in advance of the proposed meeting date and containing an agenda on the subject or subjects to be discussed.
- c) While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.
- d) The Employer shall pay employee representatives of this committee their respective wages for all time lost from regularly scheduled hours while attending a committee meeting.
- e) The parties agree that the issue of workload is appropriate for discussion at Labour Management meetings.

ARTICLE 8 - HEALTH AND SAFETY

- 8.01** a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

- b) A joint management and employee Health and Safety Committee shall be constituted with two (2) employees from the bargaining unit and two (2) employees from management. The Committee shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once every three (3) months on a regular schedule. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and a copy shall be posted in a prominent place in the workplace, and the original copy shall be retained in the records.
- c) Two (2) representatives of the Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representative shall be notified immediately and shall investigate and report as soon as possible to the committee and the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified immediately and shall investigate and report as soon as possible to the committee and the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- d) The Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries and such other data as the WSIB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- f) A representative elected or appointed under part (b) above shall serve for a term of at least two (2) years from date of appointment or election and continue to hold office until reappointed or re-elected or until a successor is appointed or elected.
- g) No Employer or person acting on behalf of an Employer shall:
- Dismiss or threaten to dismiss a worker;
 - Discipline or suspend or threaten to discipline or suspend a worker;
 - Impose any penalty upon a worker; or,
 - Intimidate or coerce a worker

Because the worker has acted in compliance with the *OHSA* or the regulations or has complied with a workplace health and safety policy or program that requires a worker to file a report.

8.02 Pandemic PPE Supply

- a) In addition to Personal Protective Equipment (PPE) supplies required for regular use, the Employer agrees to maintain a secured supply of all Pandemic PPE supplies on the Employer's property. Such supplies shall include, but not be limited to: hand sanitizer, cleaning products, appropriate gowns, gloves and N-95 masks.
- b) The Employer shall work with the Joint Health and Safety Committee to determine:
 - all Pandemic PPE supplies required
 - the amounts of Pandemic PPE supplies
 - replacement of Pandemic PPE supplies when any supply expires
 - any required training for Pandemic PPE supply use and fit testing for N-95 masks
- c) The supply must account for all employees, clients and visitors that may be required to utilize the supplies during a pandemic.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties to this Agreement that a grievance of an employee shall be resolved as promptly as possible.

9.02 It is understood that an employee has no grievance until they have first discussed the issue with the Supervisor or designate and given the Supervisor or designate an opportunity to resolve the issue. The employee shall provide such notice to the Supervisor within ten (10) working days following the circumstances giving rise to the grievance occurring. A meeting shall be held with the Supervisor or designate and the Union following receipt of the grievance for the purpose of attempting to resolve the dispute. The Supervisor or designate shall respond within three (3) working days of the date of such meeting.

Step 1

If no settlement can be reached with the Supervisor or designate according to the above procedure, then a grievance arising under the Agreement relating to the interpretation, application or alleged violation of the Agreement shall then be submitted in writing to the Supervisor within five (5) working days following the reply of the Supervisor or designate or the time permitted for the reply, whichever shall first occur. The grievance shall be signed by the grieving employee and their appropriate Steward. The grievance shall state the nature of the grievance, the redress sought and the provisions of the Agreement which are alleged to have been violated.

The Supervisor or designate shall respond in writing within three (3) working days of the submission of the grievance to them.

Step 2

Failing settlement at Step 1, the grievance may be referred to Step 2 within ten (10) working days following the decision at Step 1 or the time permitted for such decision. Such referral shall consist of a written grievance signed by the employee and the Steward and shall be submitted to the Director or designate. The nature of the grievance, the redress sought and the provisions of the Collective Agreement which are alleged to have been violated shall be set out in the grievance in the prescribed form.

A meeting shall be held with the Director or designate and the Union following receipt of the grievance for the purpose of attempting to resolve the dispute. The Director or designate shall respond within four (4) working days of the date of such meeting.

9.03 For the purpose of this Agreement, a complaint or grievance is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitral or an allegation that this Agreement has been violated.

9.04 The time limits set out in this Article are to be construed as mandatory. If a grievance is not submitted or advanced from one step to another within the time limits set out, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Time limits may be extended by mutual agreement of the parties, in writing.

Should the Employer fail to meet the required time limits the grievance will automatically be advanced to the next step in the grievance procedure outlined above.

9.05 The grievance must be processed and dealt with in accordance with the terms and provisions set forth in this Article.

The employee may, if they wish, be accompanied by their Steward at any stage of the Grievance Procedure.

The parties shall endeavour to schedule the meeting between the Director or designate and the grievor and the steward at a mutually agreeable time, within the period of time noted in Step 2.

Subject to notification, either party may have the assistance of outside resources at this meeting, including legal counsel.

9.06 A grievance of an employee who has completed their probationary period who grieves that they were terminated without just cause shall commence at Step 2.

9.07 Employer's Grievance

It is understood that the Employer may refer a grievance in writing to the Union Grievance Committee. A meeting shall be held within ten (10) working days or such other time as may mutually be agreed to in writing. The Union shall have four (4) working days to respond. If the matter is not resolved, the Employer shall have four (4) working days following the response or the time permitted for the response to refer the matter to arbitration.

9.08 Group Grievance

Where a number of employees have similar grievances with similar remedies and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Supervisor or designate. The grievance shall then be treated as being initiated at Step number one (1) and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

9.09 Policy Grievance

In the event of a difference of opinion between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement, which concerns all or a substantial number of the employees in the bargaining unit, the matter may be referred by either party to arbitration in the same way as a Grievance of an employee and shall commence at Step number two (2) of the Grievance Procedure.

9.10 Personnel File

An employee shall have the right to review their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The review shall be in the presence of the Employer with five (5) working days notice in writing to the Employer at a mutually satisfactory time.

9.11 Any discipline on any employee's file will be removed after eighteen (18) months from the date of discipline provided the employee's record has been free of discipline during such eighteen (18) month period and provided the discipline is not related to client abuse or abuse of other person or persons.

9.12 A steward shall be present at a meeting which is called by the Employer to discipline an employee, provided a Steward is available at the time of the discipline, or any other co-worker of the employee's choice, if available at the time.

9.13 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly, in writing, by the Employer as to the reason for such discharge or suspension.

ARTICLE 10 - ARBITRATION

- 10.01** Failing settlement at Step 2, either party may notify the other in writing of its desire to submit the grievance to arbitration. This notice shall be given no later than fifteen (15) working days after the reply at the final level of the Grievance Procedure, or the time permitted for such reply.
- 10.02** When either party requests that a grievance be submitted to arbitration the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter, designate its nominee to the Board of Arbitration. The two so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.
- 10.03** Notwithstanding 10.02, the parties may mutually agree in writing to proceed by way of a sole arbitrator. A sole arbitrator shall have all of the powers of a tripartite Board of Arbitration.
- 10.04** The Board of Arbitration to whom the grievance was referred shall promptly hear the parties and determine the grievance. The Board of Arbitration shall issue a decision and, in the event of a tripartite Board of Arbitration, the decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.
- 10.05** The Board of Arbitration shall be vested with all powers that are provided by the *Ontario Labour Relations Act*. Where the Board of Arbitration comes to the conclusion that the grievance is well founded, it may grant any remedy that seems just and reasonable in all the circumstances. However, the Board of Arbitration shall not have any jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.06** Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairperson, including other associated costs.
- 10.07** For the purpose of Articles 9 and 10, the words 'working days' shall not include Saturday and Sunday and paid public holidays pursuant to Article 18. The parties may extend a time limit in Articles 9 and 10 in writing by mutual agreement.

ARTICLE 11 - SENIORITY

- 11.01**
- a) A new employee, whether full-time or part-time, will be considered on probation for 480 hours worked from the last day of hire. The probationary period may be extended by mutual agreement between the Union, the Employer, and the employee. The Employer will advise the Union why it wishes to extend the probationary period.
 - b) Upon completion of the probationary period, the full-time employee will be credited with seniority based on last date of hire.
 - c) Upon completion of the probationary period, the part-time employee will be credited with seniority based on hours actually worked.
 - d) Upon transfer from part-time to full-time, one thousand nine hundred and fifty (1950) hours worked equals one year for the purpose of calculating the deemed date of hire. Upon transfer from full-time to part-time, one-year equals one thousand nine hundred and fifty (1950) hours worked for the purpose of calculating seniority as a part-time employee.
 - e) For the purposes of layoff and recall and for the purposes of determining seniority for job postings the deemed start date of a part-time employee will be calculated based on the equation one thousand nine hundred and fifty (1950) hours worked equals one year. By way of example, an employee with 2925 hours worked as of January 1, 2006, will have a deemed start date of July 1, 2004: i.e. 2,925 divided by 1,950 = 1.5 years: 0.5 x 12 months = 6 months, so 1.5 years = 1 year and 6 months, so 1 year 6 months before January 1,2006 is July 01, 2004.
 - f) The release or discharge of an employee during the probationary period shall be at the sole discretion of the Employer and shall not be the subject of a grievance. Notwithstanding the foregoing, the grievance shall be arbitrable in the event the grievance of the probationary employee alleges that the release or discharge of the employee during the probationary period was based on a ground prohibited under the *Ontario Human Rights Code*. In such case the grievor shall have the onus of establishing the breach of the *Ontario Human Rights Code*.
- 11.02** An employee shall lose all seniority and be deemed to be terminated if they:
- a) resign;
 - b) are discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - c) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence unless the employee

provides a reason satisfactory to the Employer for the absence and for failing to notify the Employer;

- d) fail to return to work upon the expiration of their leave of absence or utilize a leave of absence for a purpose other than that for which it was granted unless the employee provides a reason satisfactory to the Employer.
- e) have been laid off for the lesser of their length of seniority or twenty-four (24) months
- f) fail to advise the Employer within four (4) working days after they have received the notice of recall that they intend to return to work. The employee is deemed to receive the notice on the 2nd day following posting of the notice by registered mail or upon receipt if delivered;
- g) fail to return within the greater of:
 - i) five (5) working day after they have received a notice of recall, or
 - ii) the length of time the employee is obliged to give their then employer, if any, to a maximum of ten (10) working days notice.
- h) are absent from work in excess of twenty-four (24) months due to illness, accident or WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the *Ontario Human Rights Code*.

11.03 In the event of a reduction of the work force, the Employer agrees to layoff employees in reverse order of seniority provided that employees who remain are capable and qualified to do the work available.

- a) Unless legislation is more favourable to the employees, the Employer shall notify the Union and the employees who are to be permanently laid off thirty (30) days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available. Any displacement (bumping) according to the terms of the Collective Agreement shall be made within seven (7) days of an employee being notified of the layoff.

Notwithstanding the foregoing, in the event that the displacement by the initial employee may result in the displaced employee having the right to lay off a more junior employee according to the foregoing, then the Employer may post the initial notice of layoff on the bulletin board and the said notice of the first employee shall be deemed to be notice to each affected employee and the displacement (bumping) according to the terms of the Collective Agreement for all employees shall be completed within seven (7) days following the posted notice.

- b) In the event that reduction of the work force is required, the Employer agrees to lay off employees in reverse order of seniority provided that in the opinion of management which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, employees who remain on the basis of seniority are qualified to do work available.

An employee who is subject to layoff shall have the right to either:

- i. accept the layoff, or
- ii. displace an employee who is the most junior in the bargaining unit who has scheduled hours less than or equal to the employee being laid off.

For the purpose of the operation of the above, a part-time employee shall not have the right to displace a full-time employee.

- c) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority, provided they have the ability and qualifications as required to perform the work. In determining the ability and qualifications to perform the work, the Employer shall not act in an arbitrary manner.
- d) 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.
- e) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second day following the date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

11.04 When recalling employees from a lay off, those last to be laid off will be the first to be recalled provided that the employee to be recalled is capable and qualified to do the work to which he is assigned.

11.05 Whether employees are capable and qualified to do the work available or assigned shall be determined at the discretion of the Employer in the event the employee is recalled to a different position from which they were laid off.

11.06 The Employer and the Union agree that, for seniority purposes, each 1950 hours worked by a part-time employee shall be the equivalent of one (1) year of full-time seniority.

11.07 Upon the completion of their probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire.

The Employer shall supply the Union Office and the Chief Steward with a full-time and part-time seniority list in March and September of each year, showing employees; names alphabetically, and their seniority starting date provided part-time seniority will be expressed in hours.

Employees will be allowed twenty (20) calendar days after posting of the initial revised seniority list to challenge their individual credit or ranking on the seniority list, failing which the list will be deemed to be accurate. Thereafter for any subsequent posting, employees will be allowed twenty (20) calendar days after such posting to challenge their individual credit or ranking on the seniority list, failing which the list will be deemed as accurate.

ARTICLE 12 - JOB POSTING

12.01 a) When the Employer determines that a permanent vacancy in the bargaining unit exists, the Employer agrees to post notice of such vacancy for seven (7) calendar days.

b) When an employee will be absent on vacation and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.02 In selecting a qualified applicant to fill the vacancy, the Employer shall consider the applicant's overall skill, ability, experience, and qualifications. Where the overall skill, ability, experience, and qualifications are relatively equal then seniority shall govern. Until the vacancy is filled pursuant to the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as it sees fit.

12.03 Assessment Period

During the first sixty (60) shifts worked by the successful applicant, who has obtained seniority, if either the Employer or the employee determines that the new position is unsuitable to the successful applicant, either on request of the employee or in the discretion of the Employer, the employee will be reinstated to their former position and

wage rate. Any other employee affected will revert to their former position and wage rate or be laid off.

12.04 An employee who was selected for a position following a job posting who chooses to return to their former position at the request of the employee, shall not be entitled to apply for another job posting for six (6) months from the date of the return to their former position.

12.05 A temporary vacancy is a vacancy created by an employee's absence due to pregnancy/parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed five (5) calendar weeks. The Employer shall post, according to clause 12.01, to fill such position, upon the Employer's learning that the absence is expected to exceed five (5) calendar weeks. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from their absence, they shall have the right to return to their former position if it exists.

In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s).

In the event that a part-time employee is the successful applicant, the part-time employee shall retain their part-time status during the temporary full-time period.

Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to five (5) weeks duration. Replacement shifts shall be distributed by seniority, on a rotating basis and subject to shift availability.

ARTICLE 13 - BULLETIN BOARDS

13.01 The Employer agrees to supply and make available a bulletin board. It is agreed that no notice will be posted on the bulletin board without prior approval of the Employer, which approval shall not be unreasonably denied.

ARTICLE 14 - WAGES

14.01 The Employer agrees to pay, and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedule "A" attached hereto.

14.02 For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in wage Schedule" A" of this Agreement.

14.03 Pay shortage will be corrected as soon as practicable.

ARTICLE 15 - RELIEF AND BREAK PERIODS

- 15.01** Employees who work more than four and one-half (4 1/2) hours per day will be entitled to two (2) paid rest periods of fifteen (15) minutes duration per shift and one (1) one-half (1/2) hour of paid lunch period. The Employer will decide when the break and lunch periods are to be taken by employees.
- 15.02** It is agreed that break and lunch periods shall not interfere with services provided to clients. No employee shall discontinue or interrupt a service being provided to a tenant for the purpose of taking a break or lunch.
- 15.03** In the event that an employee received an on-call request from a tenant during a prearranged break or lunch period, the employee shall respond to the on-call request and shall complete the break or lunch period upon completion of the provision of services arising from the on-call request.

ARTICLE 16 - HOURS OF WORK

- 16.01** The provisions of this Article shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

The regular shifts for full-time attendants shall be:

- a) Day shift - an 8-hour period between 06:00 and 16:00;
- b) Afternoon shift - an 8-hour period between 14:00 and 23:00; and
- c) Night shift - an 8-hour period between 22:00 and 07:00

including a ½ hour paid lunch.

The Employer will give 4 weeks notice of changes to full-time master rotations.

- 16.02** All full-time attendants will workday, afternoon, and night shifts with alternating weekends off.
- 16.03** Part-time employees may be scheduled permanent hours and/or work on an on-call basis.
- 16.04** Employees' work schedule shall be posted two (2) weeks in advance and shall set out a shift schedule for a four (4) week schedule.
- 16.05** The Employer may allow exchange of shifts at the request of two (2) employees, provided such exchange in posted time schedules is submitted in writing by both employees no less than seventy-two (72) hours in advance of the day on which the proposed change of shifts is to occur, and provided that the Employer's approval is obtained in advance. An employee may not exchange shifts more than five (5) times in

any given rotation. Notwithstanding the foregoing, an employee for a reason deemed necessary in the opinion of the Employer may exchange more than five (5) times in any given rotation. Where possible, and subject to the qualifications of employees, the Employer's approval to exchange five (5) or less shifts in any given rotation shall not be unreasonably denied. The Employer and the Union agree that no overtime premium shall be paid as a result of any such exchange and no additional costs shall be borne by the Employer. Further, no loss of service to clients shall result from such exchange of shifts.

16.06 For part-time employees only, replacement shifts shall be distributed by seniority, on a rotating basis, subject to shift availability and to qualifications of the part-time employees. Employees may provide the Employer a list with their availability list for such replacement shifts and the Employer shall not be required to call an employee at a time which they indicated that they are not available. An employee who refuses a call, unless they have indicated their non-availability, shall be deemed to have accepted the call for the purpose of rotating through the list. The Employer shall not be required to call an employee who refuses to accept three (3) consecutive such calls for a period of four (4) weeks following the last refusal. As above, no additional cost shall be borne by the Employer and no loss of services shall result to clients from such distribution of shifts.

16.07 Overtime shall be paid for all hours worked over eighty (80) hours bi-weekly, at the rate of time and one-half (1 1/2) the employee's regular rate of pay. An employee who does not work over eighty (80) hours biweekly will be paid overtime pay at the rate of time and one-half (1 1/2) the employee's regular rate for hours worked during the second shift of two consecutively worked full shifts.

16.08 There shall not be any pyramiding of overtime under this Collective Agreement.

16.09 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate, at a time mutually agreed to by the employee and the Employer. The bank shall not exceed twenty-four (24) hours and be used within seventy-five (75) days or the calendar year, whichever comes first, without any additional cost incurred by the Employer.

16.10 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

16.11 No Layoff to Compensate for Overtime

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

16.12 Meal Allowance

An employee required to work more than three (3) hours of overtime shall be provided with a meal or allowance of twelve dollars (\$12.00) by the Employer.

ARTICLE 17 - PAID HOLIDAYS

17.01 The following statutory holidays will be recognized as holidays on the days they are officially observed:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving
Remembrance Day	Christmas
Boxing Day	

17.02 Subject to clause 17.03, an employee who is not scheduled to work on the above holidays shall receive holiday pay for that day. Any employee who is scheduled to work and actually works on the paid holiday shall be paid at the rate of time and one-half.

At the request of the employee and at the discretion of the Employer, of the employee can bank their stat, at time and one-half. Banked stat lieu time is to be used within seventy-five (75) days, provided it is taken before the last pay period prior to December 31st.

An employee's holiday pay for a given holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee the four work weeks before the work week in which the holiday occurred, divided by twenty (20).

17.03 In order for an employee to be eligible for the holiday pay in accordance with clause 17.02 above, the employee must work all of their last regularly schedule day of work before the holiday and all of their last regularly scheduled day of work following the holiday. Notwithstanding the above, when an employee who is otherwise eligible for the holiday pay is scheduled to work on a paid holiday and does not work, they shall not be paid for the holiday, unless there is a reason satisfactory to the Employer for the employee's not working.

17.04 There shall be no pyramiding of premiums.

17.05 Float Day

The Employer recognizes one (1) paid float day to be taken at the mutual agreement of the employee and the Employer. Such float day must be used by the end of the calendar year (January 1 – December 31).

ARTICLE 18 - VACATIONS

18.01 Request for vacation shall be submitted as follows:

- October 31st of the previous year for the period of January 1st to June 30th of each year and the vacation schedule will be approved by December 1st each year.
- February 28th in each year for the period of July 1st to December 19th of each year and the vacation schedule will be approved by March 31st in each year.

Requests for vacation shall be based on the selection by the employee according to seniority. The final determination of the number of such employees who may be granted vacation at any time shall be determined by the Employer in order to achieve what in the opinion of the Employer is an efficient operation and the highest standard of service. For selecting vacation, the Employer will not otherwise act in a manner which is arbitrary or in bad faith.

Requests for vacation for the vacation year submitted after these dates, shall be allocated on a first come first serve basis, but the final determination of the number of such employees who may be granted vacation at any time shall be determined by the Employer.

Requests will be approved or denied as soon as possible, but no later than one (1) month following receipt of request.

18.02 No employee shall be entitled to take vacation during the "black-out" period of December 20 to January 2, which the Union and Employer agree is the busiest time of the year for the Employer and clients. At the Employer's discretion and based on the needs of the program, requests for additional time off during this period shall not be unreasonably denied. *[for greater clarification, employer otherwise determines when vacations are taken in the remaining]*

18.03 An employee must take his/her vacation entitlement in the calendar year it was earned. Employees will not be entitled to accumulate vacation.

18.04 Permanent full-time employees will be eligible for paid vacation time in accordance with years of service as noted below:

Years of Service	Vacation Time	Vacation Pay
0-3 years of service	3 weeks (120.0 hours)	6%
4-8 years of service	4 weeks (160.0 hours)	8%
More than 8 years of service	5 weeks (200.0 hours)	10%

Vacation banks for full-time employees shall be populated effective the first pay of the vacation (calendar) year, or upon successful completion of their probation. In the case

of employees transferring from part-time to full-time employment, vacation time will be pro-rated and populated the first pay following the transfer.

Vacation pay for part-time employees will be calculated as follows: six percent (6%) of gross annual earnings for employees who have completed less than 6240 hours of work, eight percent (8%) of gross earnings for employees who have completed 6240 or more hours of work. Vacation pay for part-time employees is paid with each pay cheque.

- 18.05** If a paid holiday falls or is observed during an employee's vacation period they shall be allowed an additional vacation day with pay which day shall be the employee's first regular scheduled day of work following the completion of the employee's vacation.

ARTICLE 19 - MINIMUM REPORTING ALLOWANCE

- 19.01** Full-time employees who report for any scheduled shift will be guaranteed at least three (3) hours work or, if no work is available, will be paid for at least three (3) hours, except when work is not available due to a condition beyond the control of the Employer. In order to qualify for the aforementioned allowance, the employee must have provided the Employer with a current telephone number for contact purposes.

ARTICLE 20 - SICK PAY

- 20.01** Following the probationary period, all full-time employees will be allowed seven (7) sick days annually. Employees may carry over a maximum of two (2) sick days to the following year. However, an employee will at no time have more than nine (9) sick days for use annually.

For purposes of this clause, the year commences January 1st.

In the event that an employee is unable to work due to illness, they must notify the office as far in advance as is possible. Sixteen (16) hours, the equivalent of two (2) shifts is highly desirable, although not always possible. However, the office must be informed some time in advance of every shift that an employee is unable to work.

Employees occupying a temporary full-time position will be entitled to seven (7) sick days on a pro-rated basis.

- 20.02** Employees will have access to eligible sick leave credits and/or short/long term disability until the employee's claim is determined by the Workplace Safety and Insurance Board (WSIB). Duration of payment shall be limited by the amount of the employee's sick leave credit.

ARTICLE 21 - EMPLOYEE BENEFITS

- 21.01** The Employer shall pay one hundred percent (100%) of the premiums for the following plans for full time employees:

1. Long Term Disability
2. Extended Health Benefit Plan
3. Life Insurance
4. Short Term Disability
5. Dental Care Plan
6. Vision Care Plan (Effective on ratification, the benefits will be \$200 per 24 months)

The Extended Health Benefit Plan shall include seventy-five dollars (\$75.00) every two (2) years for vision eye examinations.

A.D. & D. shall include critical illness for employees deemed eligible.

Full-time employees shall be eligible to participate in the above at the beginning of the fourth (4th) calendar month following the date of hire.

21.02 The Employer and the Union agree and acknowledge that drug and dental benefits are governed by the terms as set out in the Employee Benefits Booklet and the Employer's responsibility shall be limited to the payment of premiums for benefits and further, that the Employer shall not, in any way, be considered the insurer.

21.03 Every regular part-time or casual employee who has completed 1,040 aggregated paid hours shall be eligible to participate in the life insurance plans, extended health care plan, dental care plan, vision care plan. Regular part-time employees (unless they are regularly scheduled to work more than 24 hours per week) and casual employees are not eligible for short term disability or long-term disability. Where a regular part-time or casual employee elects to participate and authorizes a payroll deduction for their share of the premiums, the Employer shall pay a pro-rata portion of the premium based on the following schedule:

Hours Worked	Percent of Premiums
0-390 – hours worked in the previous calendar year	0% of the premiums
391-780 - hours worked in the previous calendar year	25% of the premiums
781-1170 - hours worked in the previous calendar year	50% of the premiums
1171-1560 - hours worked in the previous calendar year	75% of the premiums

21.04 All employees may be required at the Employer's discretion to provide the Employer with a physician's note from the employee's physician following an absence due to illness of three (3) days or more. Nothing herein interferes with the right of the Employer to require a medical certificate due to illness of less than three (3) days at the discretion of the Employer; such discretion shall not be unreasonably exercised.

Any physician's note or similar documentation required by the Employer or the Benefit Carrier shall be paid for by the Employer where there is a cost incurred for the provision of the notes or documentation.

21.05 The Employer shall provide thirty (30) days prior notification of any changes to the benefits plan, being issued.

21.06 Change of Carriers

The Employer reserves the right to change carriers of any benefit plans provided that the overall level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 The Employer may grant a leave of absence without pay to an employee for legitimate personal reasons. The granting of a leave of absence shall not be unreasonably denied by the Employer but shall, in all circumstances, be dependent upon the needs of clients. Requests for leaves of absence in excess of three (3) days shall be made in writing six (6) weeks in advance of the requested leave, and shall state the reason for requesting a leave, and shall specify the date of departure and date of return. Requests for leaves of absence of three (3) days or less shall be made in writing two (2) weeks in advance of the requested leave and shall specify the date of departure and the date of return. Seniority and service shall be suspended while the employee is on leave in excess of thirty (30) days unless specified otherwise. Employees on leave of absence for a period of thirty (30) days or greater shall be responsible for the payment of all benefit premiums.

Notwithstanding the foregoing, the notice period for leaves may be shortened at the discretion of the Employer in the event the Employer determines that the need for the leave is an emergency.

22.02 Pregnancy and parental leave shall be provided in accordance with the *Employment Standards Act* and its regulations.

22.03 Leaves of Absence for Union Business

The Employer agrees to provide for a leave of absence for Union Business. During such unpaid leave of absence for periods of up to thirty (30) days employees will be maintained on normal pay and benefits and without loss of seniority and the Union shall fully reimburse the Employer for all wages, statutory benefits, (i.e. E.H.T., U.I.C., C.P.P. and W.C.B.), and for any premiums incurred for health and welfare benefits. No more than two (2) employees shall be entitled to a leave of absence for Union Business at any one-time subject to operational requirements. Further, total leave of absence for Union Business for all employees shall not exceed thirty (30) days in any calendar year.

22.04 Education Leave

- a) Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations in courses approved by the Employer in its discretion and in advance of registration by the employee.
- b) The Employer, at its sole discretion, may pay one hundred percent (100%) of the tuition fee to an employee upon successful completion of a course which the Employer considers to have a direct benefit with respect to the duties of the employee and which is approved by the Employer in its discretion and in advance of registration by the employee. The employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write the examination but will not be entitled to leave of absence, with or without pay, to otherwise attend the course. Notwithstanding that a course may have a direct benefit with respect to the duties of the employee, nothing herein requires the Employer to approve the course.
- c) Where an employee is required by the Employer to take a course to upgrade or acquire new employment qualifications,
 - i) the employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations for the said purpose if the employee successfully passes the examinations; and
 - ii) the Employer shall pay the full tuition costs associated with the courses if the employee successfully passes the course. Any books paid for by the Employer will remain the property of the Employer. The employee shall seek approval of the Employer before purchasing any book

It is understood that an employee who chooses to take a course to upgrade or acquire new employment qualifications which are imposed by the government or other regulatory body or otherwise is not taking the course as a requirement of the Employer.

d) Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

22.05 Family Leave will be provided as outlined in the *Employment Standards Act*.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 Bereavement leave will be granted to all employees who have completed their probationary period as follows:

Upon the death of a member of the employee's immediate family, (parent, parent-in-law, spouse, child, stepchild, sibling, sibling-in-law, grandparent); five (5) consecutive days leave, three (3) without loss of pay.

Upon the death of a member of the employee's extended family (cousin, sibling-in-law): one (1) day leave without loss of pay will be allowed.

23.02 Bereavement leave and pay shall be available only to ensure that an eligible employee will not lose pay for days when they were regularly scheduled to work. As such, bereavement pay shall not be available where a death occurs during a period on which an employee is not scheduled to work.

23.03 Bereavement leave will be granted, in accordance with the paragraph above, provided that the bereavement leave shall include the day of the funeral.

ARTICLE 24 - JURY AND WITNESS DUTY

(Full-Time Employees Only)

24.01 If a full-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or a coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer within twenty-four (24) hours of the employee's notification that they will be required to attend at Court;
- b) provides proof of service requiring the employee's attendance;
- c) deposits with the Employer, the full amount of compensation received, excluding mileage, travel and meal allowance and an official receipt thereof.

ARTICLE 25 - NO CONTRACTING OUT

25.01 The Employer agrees that no work or services performed by employees will be contracted out which will result in a layoff or reduction in rate of pay of any employee.

ARTICLE 26 - PENSION PLAN

26.01 All present employees enrolled in the pension plan shall maintain their enrolment in the plan subject to its terms and conditions.

New employees and employees not yet eligible for the membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with the terms and conditions.

- 26.02** Temporary full-time employees and part-time employees may enrol in the HOOPP plan once eligible to do so and shall thereafter maintain their enrolment in the plan subject to its terms and conditions.

ARTICLE 27 - DURATION, RENEWAL AND TERMINATION

- 27.01** This agreement shall be effective from May 1, 2022 and shall remain in effect until to April 30, 2025.
- 27.02** This Agreement shall continue, following its expiry, from year to year thereafter unless either party gives the other party, not more than ninety (90) days before the date of termination, written notice of termination or desire to amend the Agreement. In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed to following such notifications.

ARTICLE 28 - GENERAL PROVISIONS

28.01 Clothing Allowance

An allowance of five (5) cents per hour worked will be paid to full-time and part-time Personal Attendants. The amount to be paid the last pay period in December.

In addition, upon request, all employees will receive one (1) original t-shirt once per year or when an employee starts employment in the organization.

28.02 Shift Premium

An employee assigned to work an afternoon shift will be paid a shift premium of thirty-five cents (\$0.35) per hour where the majority of hours fall between 2:00pm and 10:45 pm.

An employee assigned to work a night shift will be paid a shift premium of forty cents (\$0.40) per hour where the majority of the hours fall between 10:45 pm and 6:45 am.

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


- 28.04** The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, sufficient copies of the agreement for each employee in the bargaining unit shall be provided and the cost shared by the Union and the Employer.

28.05 Vulnerable Sector Check


When the Employer requests a Vulnerable Sector Check with respect to a seniority employee, it shall pay the cost of obtaining the check.

Electronically signed this 13th day of February 2023.

FOR THE EMPLOYER




Steve Sherrer (Feb 15, 2023 09:50 EST)




Lucy Sheehan (Feb 14, 2023 13:46 EST)

FOR THE UNION



Lisa Norris (Feb 14, 2023 07:10 EST)



Harmony Conti (Feb 13, 2023 12:50 EST)

SCHEDULE "A" - WAGE SCHEDULE

	Current	May 1, 2022 (1%)	May 1, 2023 (1%)	May 1, 2024 (1%)
0 to <2080 Hours	\$19.98	\$20.18	\$20.38	\$20.58
2080 <4160	\$20.55	\$20.76	\$20.97	\$21.18
4160 <6240	\$21.32	\$21.53	\$21.75	\$21.97
6240 <8320	\$22.12	\$22.34	\$22.56	\$22.79
8320 <10400	\$22.34	\$22.56	\$22.79	\$23.02

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

These wage rates were imposed on the Union because of the wage restraint legislation and but for that legislation the Union would not have agreed to such rates.

Letter of Understanding #1

-between-

AbleLiving Services – Palmer Place

-and-


Canadian Union of Public Employees, Local 3943

Re: Provincial Wage Enhancement Strategy


This confirms the commitment of the Employer to acceptance of all money offered under the Provincial Government Wage Enhancement Strategy for Personal Support Workers for the duration of the program, in addition to any other similar funding from the Province.

Electronically signed this 13th day of February 2023.

FOR THE EMPLOYER




Steve Sherrer (Feb 15, 2023 09:50 EST)




Lucy Sheehan (Feb 14, 2023 13:46 EST)

FOR THE UNION



Lisa Norris (Feb 14, 2023 07:10 EST)



Harmony Conti (Feb 13, 2023 12:50 EST)

Letter of Understanding #2

-between-

AbleLiving Services – Palmer Place

-and-


Canadian Union of Public Employees, Local 3943

Re: Job Evaluation/Pay Equity


If the Union believes that there is an issue of pay equity maintenance during the term of this Collective Agreement, it may request a meeting with the Employer to discuss and resolve the issue.

Electronically signed this 13th day of February 2023.

FOR THE EMPLOYER




Steve Sherrer (Feb 15, 2023 09:50 EST)




Lucy Sheehan (Feb 14, 2023 13:46 EST)

FOR THE UNION



Lisa Norris (Feb 14, 2023 07:10 EST)



Harmony Conti (Feb 13, 2023 12:50 EST)

Letter of Understanding #3

-between-

AbleLiving Services – Palmer Place

-and-


Canadian Union of Public Employees, Local 3943

Re: Additional Labour Management Committee Discussions


The parties agree that the subject of increasing the number of full-time positions in the bargaining unit may be a topic at the Labour Management Committee.

Electronically signed this 13th day of February 2023.

FOR THE EMPLOYER




Steve Sherrer (Feb 15, 2023 09:50 EST)




Lucy Sheehan (Feb 14, 2023 13:46 EST)

FOR THE UNION



Lisa Norris (Feb 14, 2023 07:10 EST)



Harmony Conti (Feb 13, 2023 12:50 EST)