

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING SOUTH HURON  
(Herein referred to as the "Employer")

**Community Living**  
SOUTH HURON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2597  
(Herein referred to as the "Union")

**CUPE** / *Canadian Union  
of Public Employees*

APRIL 1, 2022 – MARCH 31, 2025

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## **ARTICLE 1 - GENERAL PURPOSE**

- 1.01 The Agreement is entered into by the two parties in order to provide for orderly collective bargaining relations between the Employer and the Employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship to settle amicably differences or grievances, which may arise from time to time as provided in this agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer agrees to recognize the Union as the exclusive bargaining agent for all Employees of Community Living – South Huron except Executive Director(s), managers, supervisors, office staff and students Employed During their school vacation periods.
- 2.02 The term “Employee” as used in the Agreement shall mean only those Employees who are included in the bargaining unit as defined in Article 2.01 above.

## **ARTICLE 3 - MANagements RIGHTS**

- 3.01 The Union acknowledges and recognizes that the management of the Employer’s operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an expressed provision of 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, assign, promote, demote, retire, discharge, classify, transfer, lay-off, recall, suspend or otherwise discipline Employees provided that a claim of discharge without just cause by an Employee who completed the probationary period may be the subject of a grievance and dealt with as provided in this agreement;

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- (c) determine in the interest of efficient operation and highest standards of service, classification, hours of work, work assignments, methods of doing the work and the working establishment for any service and the standards of performance for all Employees;
  - (d) make and enforce and alter from time to time rules and regulations to be observed by all Employees. (Three [3] calendar days prior to the implementation of new rules or regulations, the Employer agrees to notify the Union in writing);
  - (e) determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection with the operation of the agency, including the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary and the increase or the reduction of personnel in any particular area;
  - (f) notwithstanding any of the foregoing, an Employee has the right to view their personnel records;
  - (g) notwithstanding part (c), the Employer will not use demotion as an act of discipline

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by Employees against each other or by the Employer towards Employees because of membership or non-membership in the Union.
- 4.02 The Employer and the Union agree to abide by all the provisions relating to discrimination in the workplace as found in the *Ontario Human Rights Code*.
- 4.03 The parties agree to the Agreement and will work together to ensure that all Employees understand their personal responsibility outlined by agency to promote a harassment-free working environment.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 The Union agrees that there will be no Union activities during work time, except as specifically permitted by the Agreement or in writing

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by the Employer and provided there is no disruption to the people supported/staff routines of the workplace.

5.02 The Union will notify the Employer in writing of the names of the Officers of the Union and also the amount of the Union dues to be deducted in accordance with its constitution and by-laws.

5.03 (a) The Employer agrees to deduct from each Employee any dues, initiation fees or assessments levied by the Union on its members covered by this Collective Agreement. The Employer shall remit the amount so deducted to the Secretary-Treasurer of the Union no later than the 15<sup>th</sup> day of the month following the one in which it was deducted, together with the total regular straight time hourly wages paid to and dues deducted from each Employee per month including the names and classification of Employees.

(b) The Employer will provide an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time or part-time), classification/job title, regular earnings and dues deducted.

(c) T-4 Slips  
The Employer will report the yearly amount of Union dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

5.04 The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, and telephone number.

The list will also indicate the Employee's worksite and employment status, either full-time or part-time.

The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local executive on a bi-annual basis after the last pay period in February and August each year.

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## ARTICLE 6 - WORKLOAD

- 6.01 (a) The Employer recognizes that the general question of workload has to be addressed on a continuing basis in order to meet the problems encountered by Employees in the workplace and to improve the quality of service to the clients of the Agency.
- (b) To that end, the parties agree to establish a Workload Committee as needed.

### 6.02 Workload Committee Structure

The Committee shall be composed of an equal number of representatives of the Employer and the Union with a minimum of two (2) representatives from each party. Each party shall appoint a co-chair for the committee and will be jointly responsible for establishing the agenda of the committee meeting, preparing minutes and writing such correspondence as the committee may direct.

The Employer shall provide to the Workload Committee all pertinent staffing, work organization and financial information necessary.

### 6.03 Purpose of Workload Committee

One of the purposes of the Committee shall be to investigate complaints relative to workload issues lodged by Employees and to propose remedies to the Employer.

### 6.04 Complaint Procedure

Employees who have workload complaints may lodge such complaints with the Executive Director(s) Services. Complaints must be in writing. Within five (5) days after receiving the complaint, the Executive Director(s) shall forward the complaint to either of the two (2) co-chairs of the Workload Complaints Committee for inclusion on the next agenda. (Discussion, deliberation and direction of this committee are not subject to the grievance process).

### 6.05 Workload Committee Investigation Process

Within one (1) week of receiving a complaint from the Executive Director, the Committee shall meet to investigate the complaint.

Upon completion of its investigation, which shall not be later than two (2) weeks after the initial meeting to investigate the complaint, the Committee shall forward its proposed remedies in writing to the Executive Director(s) or designate. The Executive Director(s) or designate shall implement the proposed remedies within two (2) weeks unless the Executive Director(s) or designate can

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demonstrate that implementation of the proposed remedies would result in undue hardship for the Employer.

**6.06 Professional Development**

Professional Development opportunities shall be provided (i.e. workshops, conferences, seminars) which provide stability to the workforce and improve the skill sets and retention of Employees.

**Education and Training**

Both parties recognize that workload problems may be eliminated through the proper education and training of Employees.

To that end, the Employer agrees to institute a comprehensive education and training program for all Employees at an individual, program and Agency wide level. As well, the Union agrees that all Employees will be encouraged to take full advantage of training opportunities provided by the Employer.

The Employer will offer and bear the cost of any required certification, licensing or training such as but not limited to Emergency First Aid, Back Care and Non-Violent Crisis Intervention. If an Employee fails to take advantage of the training opportunities provided by the Employer, the Employee will secure the necessary training at their own expense. The Employer will provide the required training a minimum of three (3) times per year. The Employer will provide at least two (2) weeks' notice to employees of the training date, time and location. In exceptional circumstances where staff are unable to attend the training in their location(s) or with their team(s), they will have the opportunity to take that training at another location/team within the Agency.

The Agency will set aside three thousand (\$3000.00) dollars each year for professional development opportunities. For the purpose of qualifying for funding, prior approval of all courses, workshops and seminars must be obtained from the Executive Director(s). Applicants may request funding for half time tuition fee of the said course, workshop or seminar, and an employee who receives approval to take any such course will be compensated upon the successful completion of the professional development activity undertaken on the terms and in the amounts approved. This application process is outlined in the Educational Bursary Fund document. The criterion outlined in this document will be followed by the Employer and grant approval shall not be exercised in an arbitrary, discriminatory or bad faith manner.

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**Professional Colleges**

- (a) There will be no requirement for any bargaining unit member to become a member of a College unless required by a Ministry directive, regulation or legislation.
- (b) Membership and/or non-membership in the College will not be a matter of discipline nor a consideration in hiring/firing or being a successful applicant for a position or promotion.

**ARTICLE 7 - LAYOFF AND RECALL**

**7.01 Notice of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in an Employee's regular hours of work as defined in this agreement that is expected to last for a period of more than forty (40) consecutive days. The Employer shall not replace full time positions with two (2) or more part-time positions.

In the event of a proposed lay-off or the elimination of a position within the bargaining unit, the Employer shall:

- (a) provide the Union with no fewer than thirty (30) days written notice of the proposed lay-off or elimination of the position and,
- (b) provide to the affected Employee(s), if any, no fewer than thirty (30) days written notice of lay-off or pay in lieu thereof.

**7.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Any Employee in receipt of notice of lay-off may bump any less senior Employee in any classification, provided the Employee exercising the right is qualified to perform the work of the Employee with less seniority. The right to bump up shall include the following:

- (a) the right of a senior full-time Employee to bump any junior full-time Employee provided the Employee exercising the right is qualified to perform the work of the Employee with less seniority;
- (b) the right of a senior part-time Employee to bump any junior part-time Employee, to a maximum of ten percent (10%) of their current hours, provided the Employee exercising the right is qualified to perform the work of the Employee with less seniority;

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- (c) if the laid-off full-time Employee is unable to displace an Employee pursuant to the procedure outlined above, the full-time Employee shall have the option to either accept the layoff or displace a less senior part-time Employee where the Employee has the qualifications, skill and ability.

Any Employee displaced by the bumping procedure shall be afforded the same opportunity to exercise seniority in the same manner.

The Employer and the Union shall meet prior to a layoff to review the seniority list and to discuss the order of layoff. In addition, the parties will look to identify alternatives to the proposed layoffs.

Should there be a permanent layoff or a long-term reduction in scheduled hours of one or more Employees in a particular location, the Re-deployment Committee will be convened.

**7.03 Recall Procedure**

Employees shall be recalled in the order of their seniority.

**7.04 No New Employees**

New Employees shall not be hired until those laid off have been given an opportunity to recall.

**7.05 Right to Reinstatement to Previous Job**

Employees who accept lay-offs or exercise their bumping rights or otherwise secure alternate employment within the Agency following a notice of layoff shall retain the right to be reinstated in any comparable position that becomes available within twelve (12) months of their original notices of lay-off.

**7.06 Continuation of Benefits**

An Employee shall be given the right to continue their benefit coverage following lay-off provided that the Employee pay the premium.

**7.07** Notwithstanding any other provisions in this agreement, members who hold the positions of President, Treasurer and Chief Steward of the Union at the time of a lay-off shall be the last to be laid off work, provided that they have the basic skill, ability and qualifications to perform the work which is available.

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## **ARTICLE 8 - REDEPLOYMENT COMMITTEE**

8.01 A Redeployment Committee will be established no later than two (2) weeks after the notice of layoff is given to the Union.

8.02 **Composition of the Redeployment Committee**

The Redeployment Committee shall be composed of equal numbers of representatives of the Employer and the Union with a minimum of two (2) representatives from each party, one full-time Employee and one part-time Employee of different locations (house or Community Participation Supports). (Members will not experience loss of pay while attending committee meetings).

The Union shall appoint their designates to the Committee.

8.03 **Redeployment Committee Mandate**

The mandate of the redeployment committee is to:

- (a) identify and offer alternatives to the proposed lay-off or elimination of positions including but not limited to identifying tasks which would otherwise be bargaining unit work and is currently contracted out;
- (b) identify vacant positions which become vacant within a twelve (12) month period;
- (c) identify retraining needs of workers and facilitate such training for workers who are or would otherwise be laid off.

## **ARTICLE 9 - EMPLOYEE HEALTH & SAFETY**

9.01 **Co-operation of Safety**

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment that will enhance the psychological and physiological conditions of Employees and will provide protection from factors adverse to Employee health and safety.

9.02 **Compliance with Health & Safety Legislation**

The Employer shall comply with all applicable Federal, Provincial and Municipal Health & Safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union and Employer.

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**Health & Safety Committee**

A Health & Safety Committee shall be established and shall be composed of a minimum of four (4) members and a maximum of six (6) members from the Union and up to three (3) members from management. The Committee shall meet at least once every two (2) months or at the request of either the Union or the Employer. The Health & Safety Committee shall:

- (a) review and investigate all reports, records and data on health & safety and recommend in writing corrective procedures to the Executive Director(s);
- (b) ensure corrective procedures are carried out;
- (c) inspect all program facilities which are covered by a health & safety representative every four (4) months to ensure all applicable Federal, Provincial and Municipal health & safety regulations are complied with and to ensure all reasonable precautions are being taken to protect the health & safety of the workers; as well as
  - (i) identify situations that may be a source of danger or hazard to Employees;
  - (ii) make recommendations to the Employer and the workers for the improvement of the health and safety of Employees, which may include maintenance and monitoring programs and measures and procedures.
- (d) take minutes of all meetings (Copies shall be sent to the Employer and the Union President);
- (e) promote safety and sanitary practices;
- (f) review safety matters and investigate all accidents.
  - (i) where a worker is killed or critically injured (as defined by Ontario Regulation 834), the Employer shall immediately notify the JHSC, HSR, if any, and the CUPE Representative of the occurrence and will follow up the notification with a report within 48 hours.
- (g) It is agreed that two (2) members of the Joint Health and Safety Committee will successfully complete certification training. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense and will be considered as time worked with no loss of wages.

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- (h) A member of a committee shall be deemed to be at work during the times described in 9.03 (c) and the members' Employer shall pay the member for those times at the member's regular or premium rate of pay, in accordance with the Collective Agreement.
- 9.04 **Disagreements**  
All disagreements of the Health & Safety Committee shall be reported to the Executive Director(s) and the Union President. Situations, which cannot be resolved at this level, shall be reported to the Ministry of Labour or a representative for a decision.
- 9.05 **Refusal to Work Where Health or Safety is at Risk**  
An Employee may refuse to carry out duties if the Employee has reason to believe such duties are likely to endanger the Employee, another worker, an unborn child, a client or the public, as defined by the Act, and the Employee shall enjoy the full protection of the Act in all areas relating to discipline, remuneration and seniority.
- 9.06 **Shut-downs**  
If any work location is temporarily shut-down as a result of:
- (a) a recommendation of the Joint Health & Safety Committee or a team or;
  - (b) a refusal to work under the refusal to work clause or;
  - (c) an order of a government inspector,
- Every affected Employee will be reassigned with no loss of pay if at all possible.
- 9.07 **Immunization**  
The Employer agrees to bear the cost of the inoculation of Employees who regularly come into contact with infectious carriers or communicable diseases.
- 9.08 The Employer shall provide a copy of all accident reports to the Union at the time they are filed.
- 9.09 **Violence in The Workplace**  
The Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to comply with all duties and responsibilities under the Occupational Health and Safety Act and Regulations as may be amended from time to time.

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**I. Violence:**

In this section “violence” means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that workers are at risk of injury.

**II. Policy and Procedures:**

The Employer’s Health and Safety Policy including the workplace violence prevention and protection policy shall form part of this Collective Agreement and shall be reviewed and revisited annually and be amended only by mutual agreement.

**III. Risk Assessment:**

A risk assessment must be performed in any workplace in which a risk of injury to workers from violence arising out of their employment may be present. The risk assessment shall include the consideration of:

- a) previous experience in that workplace, occupational experience in similar workplaces,
- b) and the location and circumstances in which work will take place.

If the risk of injury to workers from violence is identified by an assessment performed under this article, the Employer must:

- a) establish procedures, policies and work environment arrangements to eliminate the risk to workers from violence, and
- b) if elimination of the risk to workers is not possible, establish procedures, policies and work environment arrangements to minimize the risks to workers.

This provision in no way limits a worker’s right to refuse work under the Occupational Health and Safety Act.

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### **Instruction of Workers**

The Employer must inform workers who may be exposed to the risk of violence of the nature and extent of the risk and must instruct workers in:

- a. the means for recognition of the potential for violence,
- b. the procedures, policies and work environment arrangements which have been developed to minimize or effectively control the risk to workers from violence,
- c. the appropriate response to incidents of violence, including how to obtain assistance and
- d. procedures for reporting, investigating and documenting incidents of violence.

The duty to inform workers includes a duty to provide information related to the risk of violence from persons who have a history of violent behaviour and whom workers are likely to encounter in the course of their work.

#### **IV. Damage to Personal Property:**

The Employer will compensate an Employee for loss of personal property, including clothing (up to \$30.00/shirt or \$50.00/pants). Damage to vehicles must be validated by evidence. There will be no replacement cost for jewelry. All other reasonable requests at the discretion of Executive Director(s) in the event such property is destroyed by a Person Supported while the Employee is performing their regular duties.

#### **V. Injury Pay Provisions:**

An Employee who is injured or traumatized during working hours and is required to leave for treatment or is sent home for such incident shall receive payment for the remainder of the shift at the Employee's regular rate of pay without deduction from sick leave.

An Employee who has received payment under this article shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, where the said medical treatment cannot be scheduled outside of regularly scheduled working hours, subsequent to the day of the accident.

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**VI. Transportation:**

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

**VII. Reporting:**

When there is an incident involving violence, an incident report shall be completed. The incident report shall be forwarded to each Chairperson of the Joint Health and Safety Committee or designates within 48 hours of the incident being reported.

**VIII. Resolutions:**

Differences will be resolved by first referring the matter to the Health and Safety Committee. The Health and Safety Committee will then immediately meet to make a recommendation to Management. If the difference(s) is not resolved through the recommendation(s), then the difference(s) will be referred to the Ministry of Labour for a decision. It is understood by both parties that any differences arising under this Article shall not be subject to Article 11 and Article 12 of the Collective Agreement until these steps are first taken.

- 9.10 The Employer agrees to abide by the Occupational Health and Safety Act, as may be amended from time to time, with respect to the Employer's obligations in respect of workplace harassment.

**ARTICLE 10 - REPRESENTATION AND COMMITTEES**

- 10.01 The Employer recognizes the right of the Union to elect from among Employees who are covered by this Agreement stewards for the purpose of assisting Employees in the processing of any grievance which properly arises under the provisions of this Agreement.

- 10.02 It is agreed that the stewards shall continue to perform regular work to maintain efficiency of operations. The Union recognizes that each steward is an employee working for Community Living South Huron and that the stewards will not leave their work during working hours except to perform duties under this agreement. No steward shall leave their work without first ensuring the Supported Person's needs are covered; however, in accordance with this understanding, the Employer agrees that there shall be no discrimination against or

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intimidation of any Employee for reasons of Union membership or activity, or for exercising of rights provided for in this agreement.

10.03 The Union will notify the Employer of the names of its stewards in writing.

10.04 The Employer agrees to recognize the Negotiating Committee whose function shall be to negotiate renewals of this Collective Agreement as provided for in Article 28. The Union shall have up to four (4) members plus the CUPE National Representative. The Employer agrees to compensate the negotiating committee at their regular straight time hourly rate for time lost from their regularly scheduled working hours while meeting with the Employer up to and including conciliation to negotiate renewals of the Collective Agreement.

When direct negotiations are five (5) hours or more in a day, committee members are not required to work their scheduled shifts that start or end within ten (10) hours of the negotiations. In this case, the EMPLOYER will compensate the Employees for their entire shift and bill the Union for the time lost from their shifts but not spent in negotiations.

10.05 **Labour Management Committee**

The Employer and the Union shall each name representatives to the Labour Management Committee which shall meet not less than twice per calendar year at times mutually agreed upon by the parties. The purpose of the meetings will be to discuss matters of mutual concern to those in attendance. It is expressly understood that any individual matter which could be processed pursuant to the grievance or arbitration procedures provided under this Agreement shall not be discussed at these meetings.

10.06 In meetings between the parties, the Union shall have the right to be assisted by a representative of CUPE and the Employer shall have the right to be assisted by counsel.

10.07 At least forty-eight (48) hours notice shall be given when scheduling meetings involving the Union and the Employer unless mutually agreed otherwise. If a meeting is cancelled by the Employer with less than twenty-four (24) hours notice, the Employer will compensate for any lost wages incurred due to the cancellation.

10.08 The Employer agrees to notify the Union President in writing, within five (5) working days, of the name, position and location of each Employee who resigns or is hired, promoted transferred, laid off, recalled, suspended or terminated.

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**ARTICLE 11 - GRIEVANCE PROCEDURE**

11.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement.

11.02 It is the mutual desire of the parties that complaints of Employees shall be examined and dealt with as quickly as possible. Any Employee with a conflict that cannot be resolved within the Team shall bring the matter to the attention of the Support Service Manager. The Employee shall have the option to have a Union Representative attend. If there is no satisfactory response as a result of the discussion, a grievance shall be submitted in writing within seven (7) working days after the circumstances giving rise to the grievance have occurred or originated and be processed in accordance with the terms and provisions set forth in this Article.

**Step 1**

The Employee, accompanied by a steward or designate of the Union, shall submit a written grievance signed by them to the Support Service Manager. The nature of the grievance and the remedies sought shall be set out upon a grievance form as approved by the parties. (Failure to provide a written response to the Chief Steward within five (5) working days shall entitle the Union to move to the next step of the grievance procedure.) Failing settlement, the parties will move to Step 2.

**Step 2**

Within five (5) working days after the decision in Step 1, the griever, who may have the assistance of a steward, may submit the grievance in writing to the Executive Director(s) or designate. The Executive Director(s) shall meet with the griever and the Chief Steward or designate within five (5) working days to consider the grievance. The griever shall suffer no loss of pay while attending this meeting. The decision of the Executive Director(s) or designate shall be delivered in writing within five (5) working days following the meeting.

**Step 3**

The Union will notify the Employer within thirty (30) working days of the receipt of the Step 2 reply if the grievance is resolved or withdrawn.

If the Step 2 reply is not satisfactory or if no decision is received within the time limits established in Step 2, the Union may within thirty

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(30) working days of the receipt of the reply, refer the grievance to Arbitration in accordance with Article 12.

Time limits set forth herein are mandatory and failure of an Employee to follow the procedures laid down in this Article shall result in forfeiture of all rights to the grievance procedure. The time limits fixed in this Article may be extended by mutual consent of both parties to the Agreement provided that there shall be no obligation on either party to consent so.

## **ARTICLE 12 - MEDIATION AND ARBITRATION**

- 12.01 The parties may mutually agree to use the services of an independent mediator prior to proceeding to arbitration. The cost would be shared equally by the Employer and the Union.
- 12.02 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, the grievance may be submitted to arbitration as set forth below. If no written request for arbitration is received within thirty (30) working days, (from the date of the decision under Step 2 above), the grievance shall be deemed to have been settled.
- 12.03 The parties may mutually agree to present the grievance to a sole arbitrator.

## **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

- 13.01 (a) No permanent Employee shall be disciplined or discharged except for just cause, subject to the grievance procedure and arbitration as outlined in Articles 11 and 12 of the Collective Agreement.
- (b) In the event an Employee is discharged as a disciplinary measure and the Employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure.
- (c) The discharge of a probationary Employee shall be at the sole discretion of the Employer, unless it can be shown that such action was arbitrary, discriminatory or in bad faith.
- (d) The representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement prior to any discipline or discharge meetings.

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- 13.02 When an Employee is called to an interview by the Employer and the interview is related to deficiencies in or criticism of the work performance of the Employee, the Employee shall be so informed before the interview. In the event there is potential for disciplinary action the Employer will advise the Employee of the purpose of the meeting and their right to have a Union Representative present. (It is understood that the preceding does not apply to a coaching or counseling session where a manager is assisting an Employee in improving their performance and no written account of the meeting is kept for possible future disciplinary measures, provided that notes may be kept to demonstrate the manager's efforts towards non-disciplinary coaching and counselling).
- 13.03 The following shall be considered but not limited to grounds for disciplinary action up to and including dismissal but shall not deprive the Employee of the grievance and the arbitration procedures:
- a) conducting themselves in such a manner as to cause a dangerous situation or actual potential harm to a supported person, co-worker or other;
  - b) an Employee found to be abusing a supported person either physically, emotionally, financially or other;
  - c) falsification of records;
  - d) insubordination;
  - e) failure to report to their regular shift on 3 occasions without just cause;
  - f) continued lateness or absence without reasonable cause;
  - g) an Employee leaving their shift before their scheduled time without consent of the Admin Team or without just cause;
  - h) theft;
- 13.04 If a disciplinary meeting cannot be held during the Employee's regular work hours, the Employer shall compensate the Employee for one (1) hour at their regular rate of pay for attendance at the meeting.
- 13.05 The record of any Employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action.

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13.06 Both parties recognize the value of progressive discipline with the aim to be remedial in application and to restore a viable employment relationship; therefore, except in extreme cases, discharge for cause should be preceded by a documented record of counseling, warnings (written or oral) and/or suspensions.

#### **ARTICLE 14 - NO STRIKES OR LOCKOUTS**

14.01 The Union and the Employer agree that during the term of this Agreement there shall be no strikes, shut-downs, slow-downs, stoppages of work, picketing of any kind, however peaceful or acts of any nature which would tend to interfere with the Employer's operations. The Employer agrees that there shall be no lockout during the term of the Agreement.

#### **ARTICLE 15 - SENIORITY**

15.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification or recognition of the Union. Seniority shall accrue by hours worked. In the event of a work shortage, for the purpose of lay-offs and for the purpose of recalling those to work who have been laid-off, as well as in the case of promotions within the bargaining unit, the Employer shall consider the following factors:

- (a) Seniority;
- (b) Skill;
- (c) Qualifications and efficiency.

It is agreed that when the factors in (b) and (c) above are equal, seniority shall be the directing factor. Seniority shall operate on a bargaining unit wide basis.

15.02 Newly hired Employees shall be on probation for no more than the first eight hundred (800) hours worked (excluding overtime) for all employees. During the probationary period the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period seniority shall be effective from the original date of hire.

15.03 The Employer will create and maintain a seniority list with the assistance of the Union. Copies shall be posted and distributed to all work locations during February and August of each year.

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15.04 A person will lose all seniority, and the employment with the Employer will be terminated under the following circumstances: the Employee

- (a) voluntarily quits;
- (b) is discharged and not reinstated;
- (c) has been absent for two (2) consecutive days without written notification to the Executive Director or their designate unless a reason is given to the Employer which is satisfactory to the Employer;
- (d) fails to report to work within three (3) days after being notified by the Employer by registered mail following a lay-off;
- (e) is laid off for a period in excess of twelve (12) months;
- (f) utilizes a leave of absence for a purpose other than that which it was granted
- (g) fails to report to work upon expiration of a leave of absence, unless the Employee provides a reasonable explanation to the Employer;
- (h) retires.

## **ARTICLE 16 - JOB POSTING**

16.01 (a) When a new position is created or when a permanent or long-term vacancy occurs, the Employer will email an electronic copy of the notice of the position for seven (7) calendar days. Within twenty-one (21) days, the successful applicant will be placed in the position, or once it becomes available. The Employer will ensure that the postings are delivered to each location in a consistent and timely manner

The Notice of Vacancy will contain:

- the location of the vacancy;
- the approximate hours of work;
- the qualifications required;
- expiry date of the posting.

A detailed job description is available in the Agency's operating manual.

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(b) **Job Posting Process**

- (i) A posting is put out for seven (7) days providing as much detail as possible as to the position, location, schedule and qualifications being sought.
  - (ii) When the posting closes, a short list is made by looking at each applicant's cover letter (heavy emphasis) and experiences (usually outlined in letter/resume) and a decision to interview is made. In the event that the competition is small in number of applicants and/or the disparity in skill/ability and qualifications is large, a decision to not interview may occur. Recent interviews by candidates are taken into consideration. As stipulated in the Collective Agreement, a candidate's seniority plays a factor only if both the skill and ability qualifications of two or more applicants are equal.
  - (iii) Once this process (including interviews) has been completed, a successful candidate is selected and offered the position. After the successful applicant has accepted the new position, their position will be advertised throughout the Agency. The process will repeat itself until all positions are filled.
- (c) The successful applicant to any posting will be notified in writing with a copy to the Union President.
- (d) It is understood that the Employer may fill the job on a temporary basis not to exceed eight (8) weeks without posting. Vacancies arising from normal retirement shall be posted at least fourteen (14) days prior to the Employee's normal retirement date.

16.02 **Trial Period**

When an employee moves into a new classification, the Employee shall be given a trial period of two (2) months, during which time the Employee will receive the necessary training for the position. Conditional on satisfactory service, the Employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new classification, the Employee shall be returned to their former position, wage or salary rate or a similar position, wage or salary rate, without loss of seniority. Any other Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions, wages

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and salary rates or similar positions, wage or salary rates without loss of seniority.

- 16.03 (a) Any Employee who accepts a temporary transfer to a higher hourly rated position shall receive the higher hourly rate of pay.
- (b) Any Employee who accepts a temporary transfer to a full-time days position shall be assigned to the grid level appropriate to that Employee's number of hours worked or to the Employee's current rate whichever is greater. (Refer to Article 18.04 a.)

16.04 **Potential Employees**

During the interview process, the Employer will advise potential Employees that a Union Collective Agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

16.05 **New Employees**

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or other representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union via email as part of the welcoming package provided to the new employee.

The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits and duties of Union membership.

16.06 **Notification of new hires**

The Union shall be notified of the full name, position and employment status (e.g. full-time or part-time), start date and work location of all Employees hired into the bargaining unit prior to their first shifts.

**ARTICLE 17 - BULLETIN BOARDS**

- 17.01 The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to the Employees. The Employer will be informed of the posting of any notice prior to said posting. The Union may avail itself of the Employer's e-mail system.

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## ARTICLE 18 - LEAVE OF ABSENCE

18.01 (a) An Employee may be granted a leave of absence without loss of seniority when the Employee requests such leave for good and sufficient cause. The Employee will continue to accrue seniority at a rate that would reflect hours normally worked during such leave. Requests shall be in writing and submitted to the Executive Director who will not arbitrarily withhold approval. An Employee taking a leave of absence without pay which is not in the Employment Standards Act, as amended from time to time is responsible for their extended benefit costs.

An Employee taking a leave of absence without pay, excluding a protected leave under the *Employment Standards Act* as amended from time to time, is responsible for their extended benefit costs while they are on leave. If an Employee takes a leave of absence without pay that is protected under the ESA and that Employee desires to extend their leave past the duration prescribed by ESA, the agency deems it to be a new leave of absence subject to agency approval.

- (b) Employees may choose to borrow up to five (5) days entitlement from future vacation entitlement in circumstances where they are required to take time off and that time would otherwise be unpaid, provided that the Employee shall be responsible for repaying such amounts to the Employer in the event that the Employee does not return to work within a twenty-four month period, or in the event that the Employee's employment is terminated for any reason, by deduction from the Employee's final pay or termination entitlements, if any, and failing that then by certified cheque.
- (c) The Employer shall comply with the *Employment Standards Act* as amended for all leaves of absence.

For clarity, leaves of absences shall include but not limited to Pregnancy and Parental leaves, Personal Emergency leave, Family caregiver leave, Family medical leave, critical illness leave, organ donor leave, child death leave, crime-related child disappearance leave, domestic or sexual violence leave, reservist leave, infectious disease emergency leave, provided that any paid or unpaid leaves provided for under this collective agreement which overlap with, or provide an equal or greater right or benefit than the said statutory leaves shall be understood to count against and not be in addition to any leaves for which an employee may be eligible under the *Employment Standards Act*, as may be amended from time to time.

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- 18.02 The Employer shall grant a leave of absence without pay for three (3) Employees to attend Union business, unless mutually agreed to a greater number; provided that:
- (a) such leave will not interfere with the efficient operations of the Agency,
  - (b) the total leave of each Employee shall not exceed twenty-five (25) working days in any one (1) year of the Agreement and;
  - (c) the Union gives five (5) working days written notice of such leave to the Employer; the parties may mutually agree to a lesser amount of notice if required.
  - (d) the Employer will bill the Union monthly for any Union release time taken and such bill will cover wages and benefits. The Employer will not bill the Union for any other cost or administration fees.
- 18.03 (a) Pregnancy and Parental Leave shall be granted in accordance with the requirements of the *Employment Standards Act* as amended from time to time.
- (b) Employees receiving benefits under the *Employment Standards Act* as amended from time to time, for pregnancy leave and Parental Leave shall continue to accrue seniority during their leaves of absence. Full-time and part-time Employees shall accrue seniority during their leaves of absence based on their permanent hours of work or the average of the previous twelve (12) months hours worked, whichever is greater.
- 18.04 Twenty-four (24) hours special leave will be granted to full-time Employees per contract year by the Employer for the purpose of conducting family business, compassion or any other justifiable reason, except the extension of holidays, as agreed to by the Service Development Manager.
- Any part-time Employees who accept temporary transfers to full-time positions shall receive special leave as per Article 18.04 in the following increments:
- i. One to four months = one day special leave
  - ii. Four to eight months = two days special leave
  - iii. Eight to twelve months = three days special leave

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**ARTICLE 19 - BEREAVEMENT LEAVE****19.01 (a) Bereavement for Close Family Member**

An employee may make a request to the Service Executive Director(s) or designate and shall be granted a leave of absence of up to four (4) consecutive days to attend the visitation, funeral, memorial or celebration of life without loss of regular straight time hourly pay in the case of the death of a close family member as defined as:

- i. Spouse (includes both married and unmarried couples, of the same or opposite genders)
- ii. Parent of the employee's spouse
- iii. Parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- iv. Spouse of the employee's child
- v. Brother or sister of the employee or the employee's spouse
- vi. Relative of the employee who is dependent on the employee for care or assistance.

Provided that the Employer may in its discretion approve that the days be divided into two (2) parts, one (1) part to be used immediately upon the date of death (or day immediately following the death) and the remaining part to be deferred for attendance at a funeral, memorial, or celebration of life for the close family member scheduled at the later date and on the condition the employee attends such event.

An employee cannot exceed four (4) paid bereavement days for the death of any one (1) family member (as defined above) but may request additional unpaid bereavement leave for the death of such family member on compassionate grounds which shall be granted at the discretion of the Employer, which shall not be exercised in a discriminatory, arbitrary or bad faith manner.

**(b) Bereavement of a Family Relation or Close Friend**

An employee may make a request to the Service Development manager or designate and shall be granted a leave of absence of up to one (1) day to attend the funeral, memorial or celebration of life, without loss of regular straight time hourly pay in the case of the death of a family relation (aunt, uncle, niece, nephew, first cousin) or close friend (as proven with, written communications or social media evidence).

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- (c) To qualify for paid bereavement benefits, an employee must submit proof of death to the Finance Manager.
- 19.02 (a) An Employee will not be eligible to receive payment under this Article for any period in which they are receiving payment in the form of Paid Holidays, any sick benefits or Workers Compensation Benefits.
- (b) If during a period of vacation leave an Employee is bereaved in circumstances under which they would have been eligible for leave under 19.01 the Employee may charge up to 4 days absence to Bereavement Leave.

## **ARTICLE 20 - JURY DUTY**

- 20.01 The Employer shall grant a leave of absence without loss of seniority benefits to an Employee who serves as a juror, witness in any court, or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the pay received for jury service or court witness, excluding payment for traveling, meals or other expenses up to a maximum of fourteen (14) days. The Employee will present proof of service and the amount received. This Article does not apply where the employee is party to the proceeding in question.

## **ARTICLE 21 - HOURS OF WORK**

- 21.01 (a) Full time staff will work forty (40) hours per week and part-time staff will be assigned no more than thirty-five (35) hours per week or seventy (70) hours per pay period, not to exceed 40 hours per week. There shall be no regularly scheduled split shifts.
- (b) When the call-in list has been exhausted and there are still unfilled hours, Employees who are scheduled thirty-five (35) hours that week may accept up to forty-four (44) hours.
- (c) Where an Employee is scheduled to work and does work eight (8) or more hours per shift, such Employee shall be entitled to a paid sixty (60) minute break provided the Employee remains on the premises of the Employer unless excused by their supervisor.
- (d) Where an Employee is scheduled to work and does work more than five (5) hours per shift, such Employee shall be entitled to a paid thirty (30) minute break provided the Employee remains on the premises of the Employer unless excused by their supervisor.

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- (e) All shifts shall be four (4) hours or more. Team meetings and training sessions shall be paid according to the time attended by each Employee.
  - (f) All staff understand that they are Employees of the Agency and therefore can expect to be placed in different locations from time to time and work a variety of shifts including weekends. Staff will be given seven (7) working days written notice of changes from one work location to another.
- 21.02 (a) The teams will bear the primary responsibility for scheduling, and the Employer will be involved only when an impasse has been reached by the team or when the efficiency or effectiveness of the schedule is in question. Teams are encouraged to be creative in this process so to maximize the Agency's resources and to enhance job satisfaction for staff. Breaks totaling sixty (60) minutes in regular shifts will be built into the scheduling.
- (b) Where positions at a work site must be changed to provide improved service to clients, or to the public, or to improve the efficiency of operation, the Employer shall introduce such changes after indicating its intention in writing and discussing the changes with the Local President or their designate. The schedule would be then changed after giving thirty (30) days written notice to the affected Employee(s).
- (i) If a position increases in hours, the affected Employee shall have the option to accept the position with the additional hours or transfer into an available permanent position.
- 21.03 The days of work for an Employee or group of Employees, the starting and quitting times and the time of break periods will be determined by the Employer.
- 21.04 An Employee required to work more than two (2) hours of overtime may be reimbursed for a meal with a value of up to \$20.00 with submission of receipt.
- 21.05 If an Employee is authorized to work and does work in excess of forty-four (44) hours in a one (1) week period, or in excess of ten (10) continuous hours in one (1) day/shift, they will be entitled to receive either pay at time and one-half (1 1/2) the regular rate or time off at time and one-half (1½) the overtime hours worked at the Employee's option. In the case of an Employee working more than ten (10) hours in one (1) day/shift, two (2) hours notice must be given to the

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Employer, where possible, in order to provide an alternative. Any and all overtime requests are subject to approval by an admin team member. Call in List processes must be adhered to as per Policy 34.

21.06 Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of same.

21.07 It is understood that there will be no duplication of premiums under this Agreement or pyramiding of overtime.

21.08 The parties agree there will be no cancellation of an Employee's scheduled shift within forty-eight (48) hours of the commencement of the shift, except in an emergency or other exceptional circumstance as identified by applicable legislation or regulations, or by mutual agreement of the Employee involved unless the Employee is paid four (4) hours pay at their regular rate.

21.09 The parties agree that part-time staff may bank hours worked. At the time the shift is worked, the Employee must notify the Employer in writing of their intention to bank the time and it is further understood that the time will be paid out at the rate of pay which would have been paid at the time the hours were worked. It is recognized that the banked hours are within the thirty-five (35) hour maximum as per Article 21.01(a), and banking hours applies only to shifts that are picked up outside the normal scheduling process. Hours must be used within one (1) calendar year by March 1.

Employees may bank to a maximum of seventy-two (72) hours.

Hours must be used within one (1) calendar year by March 1<sup>st</sup>.

21.10 **Conversion to Full-Time**

The Employer and the Union agree to meet annually and make every reasonable effort to convert part-time positions to full-time positions whenever possible.

**ARTICLE 22 - PAID HOLIDAYS**

22.01 Subject to the provisions of this Article a full-time Employee on the active payroll of the Employer who has completed the probationary period shall receive holidays with pay to be observed as follows:

New Year's Day  
Good Friday  
Easter Monday

Civic Holiday  
Labour Day  
Thanksgiving Day

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Victoria Day  
Canada Day  
Family Day

Christmas Day  
Boxing Day

- 22.02 In order to qualify for holiday pay, an Employee shall work on their last full scheduled shifts immediately preceding and immediately following the holiday concerned.
- 22.03 Holiday pay will be computed at the Employee's regular straight time hourly rate multiplied by the number of hours in the Employee's normal work day.
- 22.04 Full-time Employees, who are scheduled to work on a holiday, shall be paid for authorized work performed on such day at their regular straight time hourly rate for all hours worked, and in addition, provided they qualify, the Employer shall grant another one and one half (1 ½) working days for the holiday which day shall be mutually agreed upon by the Employees and the Employer, and the days so substituted shall be deemed to be the holiday. Such days shall be taken within three (3) months of the said holiday.
- Part-time Employees, who work on paid holidays as identified in this Article, provided they qualify, shall receive, their regular rates of pay plus one and one half (1 ½) their regular rates of pay.
- Part-time Employees who do not work on paid holidays as identified in this article, shall be paid their regular hourly rate for the average number of hours worked per shift in the previous four weeks.
- 22.05 In the event the holiday falls within a full-time Employee's vacation period, one day extra will be allowed at a later date to be arranged with the Employee's supervisor.
- 22.06 For the purposes of the application of this article, a shift that does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the majority of hours are worked. In the event that the hours are evenly split, it shall be considered as falling on the day on which the shift began.
- 22.07 The Employee who normally works the shift shall have first choice to work a Paid Holiday (Article 22.01). For Employees who choose to be off on a Paid Holiday, a request must be made in writing to the Employer thirty (30) days prior to the Paid Holiday. In the case of a request to be off on the Christmas and/or New Year Paid Holidays, such request must be made by October 1<sup>st</sup> each year. For shifts where the Employee has chosen to take vacation time, the Employer

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shall fill the shift from the call-in list. If the shift cannot be filled from the call-in list, then the Employee who normally works the shift shall be mandated to work the Paid Holiday.

- 22.08 Employees who work an afternoon shift (a shift that begins at 12 noon or later) on Christmas Eve or New Year's Eve shall be paid a premium of fifty (50) cents per hour for all hours worked.

## **ARTICLE 23 - HEALTH AND WELFARE**

- 23.01 (a) The Employer agrees to continue to contribute premiums to a life insurance plan, extended health benefits and short-term disability benefits for all eligible Employees who have completed their probationary periods subject to the terms and conditions of the said plans and as outlined in this agreement.
- (b) Any reduction in the Employment Insurance Benefit premium, which may occur as a result of the implementation of the Short-Term Disability insurance plan, shall be retained by the Employer to defer the costs of implementing this plan.
- (c) The Employer shall provide coverage for all Employees under the Workers Safety and Insurance Act of Ontario.

An Employee who is awaiting approval from WSIB will be allowed to utilize their sick leave credits, if available.

- (d) The Employer reserves the right to determine the carrier of the Health & Welfare benefits available to Employees provided that the total benefits available to eligible Employees who have completed their probationary period will be as nearly comparable as practical to those in existence as of the date of ratification. It is agreed that the Union may offer suggestions for alternatives to carrier, coverage and benefits. The Employer shall notify the Union and provide details of the new plan at least thirty (30) days prior to changing benefit carriers.
- (e) All full-time Employees shall join the London Life Pension Plan on the first day of the month on or after completing three months of employment.
- (f) Part-time Employees may join the London Life Pension Plan on or after completion of two years of employment provided, they have worked 700 hours in each of the two (2) consecutive calendar years immediately before joining the plan.

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- (g) Eligible Employees shall contribute to the Pension Plan for each pay period an amount equal to three (3%) percent of applicable wages. The Employer shall contribute on behalf of each eligible Employee for each pay period an amount equal to 4.5% of applicable wages.
  - (h) The terms of the London Life Pension Plan shall not be changed without the mutual agreement of the Employer and the Union.
  - (i) Effective April 1, 2024, a Health Care Spending Account (HCSA) will be provided for permanent full-time Employees for the purposes of reimbursement of medical expenses not otherwise covered by the Benefit Plans. Eligible expenses include expenses that qualify for the medical expense tax credit, as defined by the *Income Tax Act* (Canada) and its regulations. Each permanent full-time Employee will be allocated \$500 per calendar year. HCSA allocations remaining unused at the end of the calendar year will be forfeited.
- 23.02 In the event an Employee is required to use their automobile on behalf of the Employer, the Employer shall pay an allowance of fifty-two (52) cents per kilometer or such additional amounts as determined by the Employer, upon receipt of an official travel expense form approved by the Employee's immediate supervisor. The Employer shall reimburse the Employee for any damages to the Employee's automobile caused by a person supported.
- 23.02 (a) 6A Rider Reimbursement:  
All employees shall notify their automobile insurance providers that they are required to drive and transport people supported for the purposes of their employment and shall procure a 6A rider for that purpose. The employee must submit proof of their 6A rider and will be reimbursed by the employer up to a maximum of \$60/a year payable upon proof of the cost of the 6A rider from their insurance provider.
- 23.03 The Employer agrees to bear the cost of the premiums of the basic dental plan or equivalent for each permanent full-time Employee of the Employer who has completed their probationary period (80-20 co-insurance), provided the balance of such monthly premium is paid by the Employee through monthly payroll deductions. (The O.D.A. Fee Schedule shall be maintained at one year behind the current year.)
- 23.04 The Employer agrees to bear the cost of the premium of a drug plan to cover the cost of prescription drugs. Employees will bear the cost of the dispensing fee.

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23.05 Part-time Employees shall receive six (6%) percent in lieu of benefits.

23.06 **Expense Reimbursement**

The Employer shall reimburse any Employee for meal costs and/or accommodation costs incurred while providing services for clients. Meals will be reimbursed at the following rates which are inclusive of applicable tax and gratuities:

Breakfast – up to twenty (\$20.00) dollars

Lunch – up to twenty (\$20.00) dollars

Supper – up to twenty (\$20.00) dollars

The Employee must submit receipts acceptable to the Employer before they will be reimbursed.

23.07 **Employee Assistance Plan**

The Employer shall provide an Employee Assistance Plan for all Employees.

**ARTICLE 24 - VACATION WITH PAY FOR FULL-TIME EMPLOYEES**

24.01 (a) The amount of vacation with pay for which each full-time Employee is eligible shall be determined as follows:

<b>Period of Active Service</b>	<b>Vacation Time with Vacation Pay</b>	<b>Calculations Vacation Pay</b>
Less than 4 years	0.84 days per month of active service (2 weeks/year prorated for part years worked)	0.84 day's pay calculated based on 4% of the total month's earnings
4 years but less than 9 years	1.25 days per month of active service (3 weeks/year prorated for part years worked)	1.25 days' pay calculated based on 6% of total the month's earnings
9 years but less than 20 years	1.667 days per month of active service (4 weeks/year prorated for part years worked)	1.667 days' pay calculated based on 8% of total the month's earnings
20 years plus	2.083 days per month of active service (5 weeks/year prorated for part years worked)	2.083 days' pay calculated based on 10% of the total month's earnings.

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- (b) Time spent on Short Term Disability shall be included in the calculation of active service.

NOT FOR INCLUSION IN THE CBA: Vacation Pay Accrual – The parties agree that the Employer’s past practice of erroneously allowing the accrual of vacation pay during unpaid leaves of absence will be discontinued and shall not be estopped from relying on the strict wording of the collective agreement. For clarity the only leave during which vacation pay shall continue to accrue shall be short term disability leave in accordance with Article (b).

- 24.02 The vacation year shall be April 1 to March 31. Vacation time with vacation pay must normally be taken during the vacation year following the vacation year in which it is earned.
- 24.03 Full-time Employees earning more than eighty (80) hours vacation time with vacation pay per year may request to carry over up to forty (40) hours of vacation time with vacation pay to be used in the next vacation year. Such request must be submitted to the Executive Director by February 1 of the current vacation year. A decision will be made within three (3) business days.
- 24.04 The Employer shall make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning schedules of vacations resides with the Employer. Any remaining vacation unclaimed by an Employee by February 1 of each year will be scheduled by the Employer.
- 24.05 Vacation schedules shall be posted no later than January 30 each year. Employees shall enjoy a preference according to the Employee’s seniority as to the date of vacation; the preference, however, shall extend only to the first day of April in any given year, following which vacation leave will be granted for that year on a first come, first serve basis.
- 24.06 In the event the Employer decides to close a program, Employees may take their vacation entitlement and special leave days during such period(s) of closure. An Employee who does not have sufficient vacation entitlements or special leave days for the period(s) of closure shall be considered to be on lay-off.

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**ARTICLE 25 - VACATION PAY FOR PART-TIME EMPLOYEES**

25.01 Part-time Employees will earn vacation as follows:

<b>Period of Active Service</b>	<b>Vacation Pay per year</b>
Less than 4 years	4% of total annual earnings
4 years but less than 5 years	5% of total annual earnings
5 years but less than 16 years	6% of total annual earnings
16 years or more	10% of total annual earnings

No employee shall receive less vacation time or vacation pay than that required pursuant to the *Employment Standards Act* as may be amended from time to time.

25.02 Part-time Employees will receive their vacation pay out in March of each year.

25.03 Part-time Employees shall have the option of drawing on their accrued vacation pay they give the Employer no less than two weeks' notice prior to the pay date on which they wish to make the withdrawal from their vacation pay.

25.04 Part-time Employees moving to full-time classification will receive a year's credit for each two thousand and eighty (2080) hours worked, and that credit will be applied to the full-time vacation entitlement.

**ARTICLE 26 - SICK PAY**

26.01 Pay for sick leave is for the sole and only purpose of protecting the Employee against loss of regular income for the purposes set out in 26.01(c) below and will be granted on the following basis:

- (a) Full-time Employees who have completed their probationary periods shall be credited with eighty (80) hours sick leave credits on each April 1 each year. An Employee who has not completed their probationary period by April 1 of any year and who is hired after April 1 of any year shall be credited, upon completion of their probationary period, with sick leave credits on the basis of .834 days per month of active continuous service to the end of the fiscal year. Credits allocated under this Article shall not be cumulative from year to year. Further such credits shall expire on termination of employment, retirement or on death. For the purpose of clarity, fiscal year means April 1 to March 31 next.

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- (b) Credits used will be deducted from the total credits allocated yearly when used in accordance with the foregoing.
  - (c) Sick leave credits may be used when sickness renders the Employee unable to perform the assigned duties or in an emergency situation where only the Employee is available to provide for the needs of their spouse and/or dependent child or person for whom the Employee must provide primary care during such emergency.
  - (d) An Employee absenting themselves on account of sick leave may be requested to present proof of sickness in the form of a medical certificate from a duly qualified medical practitioner. Further, an Employee returning to work from an extended period of illness (at least two weeks) may be requested to provide the Employer with proof of fitness to return to work in a form acceptable to the Employer from a duly qualified medical practitioner at the expense of the Employer to a maximum of fifty dollars (\$50.00) per request.
  - (e) Employees shall not be entitled to use sick leave credits for sickness or accident compensable by the Worker's Compensation Board.
  - (f) An Employee absenting themselves on account of personal sickness or in the emergency situation set out in 26.01(c) above must notify the Employer on the first day of absence and each succeeding day of absence at least two (2) hours before the time he/she would normally report to work unless the Employee's length of illness has already been indicated by a doctor's note. Failure to give such notice may result in loss of sick leave pay.
  - (g) A part-time Employee who accepts a transfer into a temporary full-time position will be granted seven (7) hours per month to be used for sickness. The total hours granted cannot exceed eighty (80) hours in a one-year period.
  - (h) It is mutually agreed by the parties, that the Employees shall be responsible to contact the Administration office (extension 631) and location where they are scheduled to work in the event that they will be absent from work due to illness/injury and emergency.

Any staff leaving the workplace because of illness/ injury/emergency must notify the Administration that they are leaving and for what reason.

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## **ARTICLE 27 - WAGES**

27.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set forth in Schedule "A" attached hereto and forming part of this Agreement.

## **ARTICLE 28 - GENERAL**

28.01 The Union and the Employer agree to provide each member and location with a printed copy of the Collective Agreement. The cost of printing the Agreement will be alternated between the parties.

## **ARTICLE 29 - JOB SECURITY**

29.01 People, paid or unpaid, who are not in the bargaining unit shall not regularly work on any jobs, which are included in the bargaining unit except in cases mutually agreed by the parties.

29.02 No Employee within the bargaining unit shall be laid off by reason of the duties being assigned to one or more part-time Employees.

29.03 The Employer will not contract out work, which is or could be performed by Employees in the bargaining unit, except in cases of emergency.

29.04 In the event of a merger, amalgamation or combination of all or part of the existing work of this Agency with another agency, the Employer agrees to give the Union notice in writing at least six (6) months prior to any intent by the Employer to implement said merger, amalgamation or combination.

No new Employee will be hired until the Employees at the existing agency have been allocated to the available positions.

In the event that the Employer merges or amalgamates with any other body the Employer shall make its best effort to ensure that:

- Unionized Employees are credited with all seniority rights with the new Employer;
- All services credits relating to vacation, sick leave credits, pension and other benefits shall be recognized by the new Employer;

- 
- All work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer;
  - CUPE seniority with the other EMPLOYER shall be credited, and Union seniority shall be recognized. For non-Union Employees, seniority and service credits shall be based on mutual agreement between CUPE and the new EMPLOYER;
  - Conditions of employment and wage rates for the new Employer shall be at least equal to the best provisions in effect with the merging EMPLOYERS; and
  - Preference in location of employment in the merged society or program shall be on the basis of seniority.

29.05 Should job qualifications change, bargaining unit members will be deemed qualified in their current position and other positions within the bargaining unit where their qualifications are transferrable.

29.06 Where a parent or a representative of a supported person, or a supported person herself/himself enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer, the Employer shall use only bargaining unit members to provide such supports or services.

## 29.07 **Labour Force Strategy**

### **Preamble**

The parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress, quality of service and sustainability of the sector. All parties support the Developmental Service Sector in strengthening the important services it delivers and to make the work of the sector a “career of choice”. To that end, the parties agree to advocate for and support the formation of a Provincial Developmental Services Advisory Group (DSAG). The proposed composition of the DSAG would include representatives from the Developmental Service Sector Provincial Network or other appropriate provincial organizations representing Employers, CUPE. Further the parties would invite the Ministry of Community and Social Services and other labour partners such as OPSEU to participate at the DSAG table.

The general purpose of the Developmental Service Advisory Group shall be to:

- 
- (a) Discuss human resource issues related to ensuring the delivery of quality services and supports to supported individuals and their families.
  - (b) Make recommendations related to a labour force strategy for the sector including such issues as recruitment and retention, multi-year funding formula, apprenticeship and mentorship programs, direct funding models, transformation issues, workload, mergers and amalgamations, staffing and support levels.
  - (c) Advise and report on systemic matters relating to the occupational health and safety of developmental service workers in Ontario.
  - (d) Consider such other issues as agreed to by the participants.

### **ARTICLE 30 - PROGRAM CLOSURE**

30.01 An Employee who is prevented from reporting at their regular work location due to inclement weather has the following options:

- i. A full-time Employee may use a sick day, lieu time, vacation or special leave. The Employee will notify the Employer that they are not able to report to their regular work location.
- ii. A full-time Employee may call the nearest location immediately and tell the staff member who answers that he/she is available to take whatever shift needs to be filled.
- iii. Regularly scheduled staff will be utilized during conditions prior to the part-time call in list being initiated.
- iv. A part-time Employee may use their banked time. The Employee will notify the Employer that he/she is not able to report to their regular work location.
- v. Due to inclement weather situations that requires an Employee to remain on shift beyond the scheduled end of their shift, no Employee will be required to lose shifts that were previously scheduled, unless requested by the Employee.

### **ARTICLE 31 - DURATION**

31.01 This Agreement shall remain in force and effect from April 1, 2022 until March 31, 2025, and shall continue in effect from year to year

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thereafter unless either party gives to the other party a written notice of termination or desire to amend this Agreement.


31.02 It is further understood that, if pursuant to such negotiations, agreement is not reached for the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed by law have been completed, whichever date should first occur.


IN WITNESS WHEREOF each of the Parties have caused this Agreement to be Signed electronically by their duly authorized officers, representatives.


COMMUNITY LIVING  
SOUTH HURON

CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
Katie Fox (May 1, 2023 10:20 EDT)


  
Kathy penhale (May 2, 2023 18:34 EDT)

  
Josh Gaynor (May 8, 2023 13:48 EDT)

  
Gail Parsons (May 2, 2023 18:32 EDT)

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Jason DeFraga (May 1, 2023 14:25 EDT)

**SCHEDULE "A" WAGE GRID**

<b>CLASSIFICATION</b>	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
		1% increase	1% increase	0.50% increase
Coordinator	28.07	28.35	28.63	28.77
<b><u>Full Time Support Worker</u></b>				
Full Time Year 3 (6240 hrs)	26.56	26.83	27.10	27.24
*Full Time Year 2 (4160 hrs)	26.07	26.33	26.59	26.72
Full Time Year 1 (2080 hrs)	24.39	24.63	24.88	25.00
After Probationary (800 hrs)				
Probationary Period	23.89	24.13	24.37	24.49
<b><u>Part Time Support Worker</u></b>				
Part Time	25.20	25.45	25.70	25.83
Part Time Probation (up to 800 hrs)	21.90	22.12	22.34	22.45
<b><u>Night Time Support Worker</u></b>				
**Nights	23.68	23.92	24.16	24.28
Nights Probation	23.17	23.40	23.63	23.75
<b><u>Maintenance/Transportation</u></b>				
Maintenance	23.68	23.92	24.16	24.28
Maintenance Probation	23.17	23.40	23.63	23.75
*NOTE: Post-probationary part-time Employees moving into a permanent full-time position will enter the full-time grid at year 2.				
**NOTE: Full-time night staff working outside of "non-traditional night time hours" are paid out at their regular full-time rate plus paid out the difference between the full-time night rate and the part-time rate per hour.				

**Bonus** – Salary levels, after the probationary period, may be increased by \$0.35/hour with post-secondary education relevant to the position held as determined by the Employer.

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## **LETTER OF AGREEMENT**

**Between**

**CUPE and its Local 2597**

**And**

**Community Living South Huron**

### **RE: WAGE ENHANCEMENT FUND**

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

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

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

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

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

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

Whereas both CUPE Local 2597 and Community Living South Huron agree that the DS sector has been underfunded for years and that the 1% wage package available under Bill 124 from the funder, the Province of Ontario, does not adequately reflect the skills, dedication, and responsibilities of DS workers, and;

Whereas COVID-19 brought this issue to the forefront and the Parties agree that the declaration of the end of the emergency does not and cannot end the conversation about funding and wages in the DS sector, and;


Whereas recruitment and retention issues within the DS sector continues to seriously challenge both employers and the CUPE workforce,  
Therefore, the Parties agree to jointly sign a letter to the Premier and MCCSS Minister demanding that, at a minimum, the original \$4.00 per hour wage enhancement be permanently reinstated for all DS workers.

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

Signed electronically by the Parties.

FOR THE EMPLOYER

  
Katie Fox (May 1, 2023 10:20 EDT)

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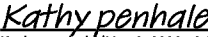
  
Josh Gaynor (May 8, 2023 13:48 EDT)

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FOR THE UNION


  
Kathy penhale (May 2, 2023 18:34 EDT)

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Gail Parsons (May 2, 2023 18:32 EDT)

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Jason DeFraga (May 1, 2023 14:25 EDT)

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**LETTER OF AGREEMENT**

**Between**

**CUPE and its Local 2597**

**And**


**Community Living South Huron**

**RE: LOBBYING OF THE PROVINCIAL GOVERNMENT**


The Employer and the Union agree to lobby the Provincial Government for adequate funding to ensure that quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobby will be for improved wages, benefits, pensions and working conditions for all Employees within the sector, as well as support for a strong community agency infrastructure to ensure equal access to services and supports across the province.

Signed electronically by the Parties.

**FOR THE EMPLOYER**

  
Katie Fox (May 1, 2023 10:20 EDT)

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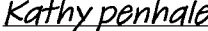
  
Josh Gaynor (May 8, 2023 13:48 EDT)

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**FOR THE UNION**

  
Kathy penhale (May 2, 2023 18:34 EDT)

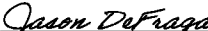
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Gail Parsons (May 2, 2023 18:32 EDT)

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E Campbell

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Jason DeFraga (May 1, 2023 14:25 EDT)

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**LETTER OF AGREEMENT**

**Between**

**CUPE and its Local 2597**

**And**

**Community Living South Huron**


**RE: LEGISLATIVE DISCLOSURE**

The parties agree to meet to discuss the impact of any Legislative changes that impact on the Unions right to collect Union dues or represent members.

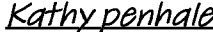
Signed electronically by the Parties.

FOR THE EMPLOYER


FOR THE UNION

  
Katie Fox (May 1, 2023 10:20 EDT)


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Jason DeFraga (May 1, 2023 14:25 EDT)

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**LETTER OF AGREEMENT**

**Between**

**CUPE and its Local 2597**

**And**

**Community Living South Huron**

**RE: DSAG Issues**

The Parties recognize the efforts of Developmental Services stakeholders (MCSS, Unions and Employers) to address the following issues:

RE: Comprehensive Compensation Study


RE: Safety Study

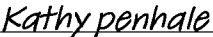
The Employer agrees to meet through the labour management committee to discuss any possible recommendations.

Signed electronically by the Parties.

FOR THE EMPLOYER

FOR THE UNION


  
Katie Fox (May 1, 2023 10:20 EDT)

  
Kathy penhale (May 2, 2023 18:34 EDT)

  
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**LETTER OF AGREEMENT**

**Between**

**CUPE and its Local 2597**

**And**

**Community Living South Huron**

**Re: Central Table Bargaining**

The Parties recognize the financial constraints faced by agencies due to years of funding cuts, freezes and no baseline funding adjustments and the impacts of COVID-19. The Parties also recognize the significant economic, familial and health impacts of COVID-19 upon frontline workers and the people to which they provide services.


The Parties further recognize that reductions in service, closures and layoff should never be considered an option to realize cost-savings.

The Parties commit to the understanding that new and innovative methods to reduce costs, while improving economic and workplace conditions for frontline workers, must be investigated, and promoted to avoid any decision with negative impacts for the Agency, the frontline workers, the persons receiving service, their families, and the community. Therefore, the Parties agree explore and consider participation a Central Bargaining Table for all CUPE Developmental Service Agencies in Ontario.

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

Signed electronically by the Parties.

FOR THE EMPLOYER

  
Katie Fox (May 1, 2023 10:20 EDT)

  
Josh Gaynor (May 8, 2023 13:48 EDT)


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**LETTER OF AGREEMENT**

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
**RE: Joint Scheduling Committee**

As a function of the Labour Management Committee an ad hoc joint scheduling committee will be struck in the event of agency wide scheduling changes. The JSC shall be comprised of two (2) members of the union and two (2) members of the Employer. This committee will be tasked with reviewing proposed scheduled changes and will make recommendations to the employer. The goal of the JSC shall be to maximize the service provided to individuals supported and achieving work-life balance for employees.

Signed electronically by the Parties.

FOR THE EMPLOYER


FOR THE UNION

  
Katie Fox (May 1, 2023 10:20 EDT)


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Jason DeFraga (May 1, 2023 14:25 EDT)

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**LETTER OF AGREEMENT**

**Between**

**CUPE and its Local 2597**

**And**

**Community Living South Huron**

**RE: EMERGENCY RESPONSE COMMITTEE/PANDEMIC PPE SUPPLY**

The Parties (Union and Employer) agree that the JHSC (Joint Health and Safety Committee) shall act as the Emergency Response Committee (ERC) in the event of a pandemic.

The Terms of Reference would include the following functions:

- Input into the Agency's emergency response plan and procedures
- And subsequent workforce issues

**Pandemic PPE Supply**


In addition to Personal Protective Equipment (PPE) supplies required for regular use, the Employer agrees to maintain a three (3) month secured supply of all Pandemic (PPE) supplies on the Employer's property. Such supplies shall include, but not limited to, hand sanitizer, cleaning products, appropriate gown and glove, and N-95 masks.


The Employer shall work with the Joint Health and Safety Committee (JHSC) to determine:

- All Pandemic supplies required
- The amounts of Pandemic (PPE) supply necessary for the three (3) month supply
- Replacement of Pandemic (PPE) supplies when any supply expires
- Any required training for Pandemic (PPE) supply use and fit testing for N-95 masks
- The three (3) month supply must account for all employees, clients and visitors that may be required to utilize the supplies during a Pandemic.

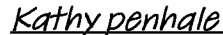
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