

# **COLLECTIVE AGREEMENT**

**Between**

**COMMUNITY LIVING KINGSTON AND DISTRICT**

**(hereinafter referred to as the Employer)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2635**

**(hereinafter referred to as the Union)**

**April 1, 2023 to March 31, 2026**

**CUPE NATIONAL EQUALITY STATEMENT**

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation, and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile, or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic, or homophobic hurts and thereby divides us. So too does discrimination on the basis of ability, age, class, religion and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue, or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society, and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff, and elected officers must be mindful that all persons deserve dignity, equality, and respect.

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## **ARTICLE 1 - PREAMBLE**

1.01 Community Living Kingston and District and CUPE Local 2635 acknowledge that our work takes place on the traditional homeland of the Anishinaabe (Ah-nish-in-ah-bay), Haudenosaunee (Ho-den-o-show-nee), and Huron-Wendat (Huron-wen-dat) territory, which is home to many diverse Indigenous Nations. Our work will reflect the intentions of peace, friendship and understanding, and that the purpose of this Agreement is:

- (a) Entered by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement.
- (b) It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably differences or grievances which may arise from time to time hereunder in a manner hereinafter set out.
- (c) To promote the mutual interests of the Employer and the Employees.

We express our gratitude to all First Nations across Turtle Island who have protected the land that we respectively live, work, play, and interact on. The parties are committed to engaging in an active role to recognize the history of Indigenous communities and take actions towards reconciliation.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees of Community Living Kingston and District, save and except for all management and administration staff.

2.02 A Full-Time Employee is an employee who is regularly scheduled to work, on average, forty hours per week.

A Part-Time Employee is an employee who is regularly scheduled to work, on average, a minimum of twenty four (24) hours per week and less than forty hours.

A Temporary Employee is an employee hired externally for the purpose of replacing an existing employee who is on leave or to fill a short-term position created to supplement existing staff or to fill a new position on a short-term basis. Temporary employees will only be hired after the job posting requirements outlined in Article 12 have been followed. Temporary employees may be hired on a full-time or part-time basis and are entitled to the same benefits as afforded to permanent full-time and/or part-time employees under the provisions of this Collective Agreement. Temporary employees will be hired for time periods that do not exceed twelve (12) months.

2.03 Where the gender-neutral (they/them) appears in this agreement it shall also mean all genders. In this agreement, the pronouns "they/them/theirs" are used to denote gender neutral persons both singular and plural.

**ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 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 express provision of the 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, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
  - (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 of any service and the standards of performance for all employees;
  - (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees. Such rules and regulations shall be communicated to the employees and the Union at the time of their introduction or amendment;
  - (e) Determine the number of personnel required, services to be performed and the methods, procedures, and equipment to be used in connection therewith.
- 3.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement.

**ARTICLE 4 - UNION SECURITY**

- 4.01 The Employer agrees to deduct in each pay period from the pay due to each employee who is covered by this agreement a sum equal to the dues of each such employee. The Employer shall directly remit the amount payable to CUPE National and remit the amount payable to CUPE Local 2635 to the Secretary-Treasurer of the Union by the tenth (10) day of the month next following the deduction. A list of the names of the employees from whose pay the deductions have been made will be remitted to both parties.
- 4.02 The Union shall notify the Employer in writing of the amount of such dues from time to time and one month prior to any change in the amount of the said dues becoming effective.
- 4.03 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 4.04 The Employer shall notify the Chief Steward of the hiring of all new employees by no later than the new employee's first day of work. A representative designated by the Union shall be allowed an opportunity to meet each new employee for up to fifteen (15) minutes during working hours for the purpose of acquainting the employee with the Union. Such interview opportunity shall occur within thirty (30) days of hiring. The Employer will notify the Union of the employee's first day of work and provide a time for the Union to meet the employee. If that time and place is not convenient, the Union will make its own arrangements.

- 4.05 The employer shall provide the union with all bargaining unit members' names, addresses, and phone numbers when requested.

#### **ARTICLE 5 - DISCRIMINATION**

- 5.01 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction, or coercion exercised or practiced by any of its representatives because of an employee's membership or non-membership in the Union.
- 5.02 The Employer and the Union agree to promote awareness of the provisions of the Ontario Human Rights Code and the Employer's policy on Harassment/Sexual Harassment and Workplace Violence Prevention.

The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practiced in any matter concerning the application of the provisions of this agreement by reason of the Ontario Human Rights Code.

- 5.03 The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

#### **ARTICLE 6 - REPRESENTATION**

- 6.01 The Employer acknowledges the right of the Union to appoint or elect from amongst its members who have completed their probationary period, one steward from each of the following areas:
- one representative from the "part-time" classification ;
  - one representative from the "full-time" classification ;
  - one representative from the Coordinator classifications; and
  - one Chief Steward.

The function of these stewards shall be to assist employees in their respective areas in the processing of any grievance or complaint which may properly arise under the provisions of this Agreement.

The Union will notify the Employer of the names of the stewards before the Employer shall be required to recognize them.

The Chief Steward or other Union executive member may accompany another steward at grievance meetings for the purposes of training and familiarization and may act in the absence of any steward in the process of investigating and representing grievances.

- 6.02 It is agreed that a steward shall continue to perform their regular duties in order to maintain efficiency of operations. However, in accordance with this understanding, should they be required to assist employees in presenting grievances or assist in arbitration during regular working hours, they will first obtain the permission of their immediate supervisor. The Employer agrees the steward will not lose regular pay while servicing grievances or assisting at arbitration. The Employer agrees that all hours spent in meetings arranged by the Employer shall be considered as hours worked and paid at the straight time hourly rate.

- 6.03 All correspondence from the Employer to the Union arising out of this Agreement shall be forwarded to the Secretary of the Union, with a copy sent to the National Representative of CUPE. The Union shall inform the Employer in writing of the name and address of the Secretary of the Union and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or their designate.
- 6.04 In all 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.
- 6.05 An employee is entitled to be accompanied by a Union Steward or other Union Local Representative during investigations which may result in disciplinary action taken by the Employer.
- During disciplinary meetings with the Employer an employee will have representation by a Union steward or other Union Local Representative at the time of such meetings. The parties agree that a minimum notice of 48 hours will be given to the Union of the meeting time, with the understanding that the meeting may take place sooner than that by mutual agreement of both parties.
- 6.06 Meetings with the Employer that are specified as “potentially disciplinary” in nature will be entitled to the minimum four-hour call in. Meetings that are specified as clearly disciplinary in advance are paid at actual time. An employee who has been disciplined and subsequently attends meetings that are part of the grievance process will not be paid for their attendance at such meetings.

## **ARTICLE 7 – DISCIPLINARY PROCESS AND GRIEVANCE PROCEDURE**

### **7.01 Disciplinary Process**

It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible. In the event the Employer intends to meet with an employee for the purpose of reviewing the employee’s conduct and there is potential for disciplinary action, the Employer will contact the employee to arrange a meeting and will advise the employee of the purpose of the meeting and of their right to have a steward present.

In the event that the Employer takes disciplinary action, the employee, the Chief Steward or the Union President, and the CUPE National representative will be provided with copies of the written documentation being attached to the employee’s personnel file within five (5) working days after the meeting. Should the employee decline to select a union representative, management will notify the Union President or designate of the meeting. The Union will be responsible to designate a representative to be present at the meeting.

- 7.02 A copy of any disciplinary notice will be placed in the employee’s personnel file and a copy shall be given to the employee concerned, the local Union President or Chief Steward, and the CUPE National Representative. A copy of any non-disciplinary recorded discussions that are placed in the employee’s personnel file will be submitted to the employee involved. Copies of all other correspondence between the Employer and an employee will be placed in the personnel file as well.

### **Clearing of Record**

The disciplinary record of an employee, including any Record of Discussion letters that could lead to discipline, shall be removed from the file and the Employer shall not rely upon there having been a record for any purpose whatsoever, except where required by law, once one of the following conditions have been met:

- (1) When twelve (12) months have elapsed since the Record of Discussion letter that could lead to discipline.

## 7.02 - Continued

- (2) When twelve (12) months have elapsed since the issuance of an verbal warning, provided there has been no recurrence of a similar and/or other infraction.
- (3) When twenty-four (24) months have elapsed since a written warning or suspension, provided there has been no recurrence of a similar and/or other infraction.

Grievance Procedure

- 7.03 It is understood that any employee has no grievance until they have first discussed their complaint with the person's unit manager and afforded them an opportunity to settle the complaint. Failing settlement, any complaint or grievance arising under this Agreement relating to the interpretation, application, administration, or alleged violation of this Agreement shall be submitted in writing within ten (10) working days after the circumstances giving rise to the complaint or grievance have occurred and shall be processed and dealt with in accordance with the terms and provisions set forth in this Article.

STEP I

It is the mutual desire of the parties hereto that grievances shall be presented by the grievor and dealt with by the Employer in a fair and equitable manner, and in a manner which contributes to an expeditious resolution of the matter in dispute on its own merits, rather than on the technicalities of presentation. It is further in the interest of both parties that grievances be stated clearly and straightforwardly.

Therefore, the employee shall submit a written grievance with their signature to the Operations Director or their designated representative. The nature of the grievance, the remedies sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance form. The Operations Director or their designated representative will meet with the grievor and the union at a mutually agreeable time to review the issues raised therein. This meeting may be waived by mutual consent of the Union and the Employer. The Operations Director or their designated representative will then deliver their written decision to the grievor with a copy to the Union within ten (10) working days after the meeting if held or if not, ten (10) working days after receiving the written grievance.

STEP II

Within five (5) working days after the decision is given under Step I, the grievor shall submit the written grievance to the Executive Director or their designate. The Executive Director or their designate shall meet with the grievor and their steward to review the grievance within five (5) working days following receipt of the grievance. The Executive Director or their designate will deliver their written decision to the grievor with a copy to the Union within five (5) working days from the day on which the grievance was convened.

- 7.04 No adjustment effective under the grievance procedure or arbitration shall be made retroactive prior to the date the grievance was formally presented to the Employer under the grievance procedure. This Article shall not apply to grievances concerning alleged payroll errors.

### 7.05 Policy Grievances

It is agreed that a complaint or grievance arising directly between the Employer and the Union shall be originated under Step II and the time limits set out with respect to that Step shall appropriately apply.

A policy grievance is defined as a grievance arising directly between the Employer and the Union, of a matter which could not have been raised by an individual employee and which concerns the interpretation, application, administration, or alleged violation of this agreement. A policy grievance shall originate at the second step of the grievance procedure. It is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

- 7.06 Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such dispute may be submitted to arbitration as set forth in Article 9.
- 7.07 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union and reduced to writing shall be final and binding upon the Employer, the Union and the employees.
- 7.08 The parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.
- 7.09 For the purpose of this Article, the words "working days" shall not include Saturdays, Sundays or Paid Holidays.
- 7.10 The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

### ARTICLE 8 - DISCHARGE GRIEVANCES

- 8.01 The release of a probationary employee shall not be subject to the grievance procedure and shall be at the sole discretion of the Employer, provided, however, a claim by an employee who has completed their probationary period that they have been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step II within five (5) working days after the date the employee ceased to work for the Employer.
- 8.02 Such special grievances may be settled under the grievance and arbitration procedures by:
- (a) Confirming the Employer's action in dismissing the employee; or
  - (b) Reinstating the employee with full compensation and seniority for the time lost; or
  - (c) By any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.

**ARTICLE 9 - ARBITRATION**

- 9.01 If no written request for arbitration is received within twenty (20) working days from the date of the decision under Step II above, the grievance shall be deemed to have been settled.
- 9.02 When either party advances a grievance to arbitration, the procedure to be followed will be one of the following:
- (a) where the parties agree to do so, a referral to a sole arbitrator mutually agreed upon by the parties; or
  - (b) where the parties agree to do so, a referral to a tripartite Board of Arbitration as set out in the current s. 48 (2) of the Ontario Labour Relations Act, 1995, as amended from time to time; or
  - (c) an application under the current s. 49 of the Ontario Labour Relations Act, 1995, as amended from time to time.
- 9.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 9.04 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employees.
- 9.06 Each of the parties shall jointly bear the fees and expenses of the Chairperson of the Arbitration Board and shall individually bear the fees and expenses of their nominee to the Board.
- 9.07 The parties may agree to extend or waive any of the time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.

**ARTICLE 10 - NO STRIKES OR LOCK-OUTS**

- 10.01 The Employer agrees that there shall be no lock-outs and the Union agrees that there shall be no strikes as long as this Agreement continues to operate. The terms "strike" and "lock-out" shall bear the meaning given in the Ontario Labour Relations Act.

**ARTICLE 11 - SENIORITY**

- 11.01 Seniority as referred to in this Agreement shall be the length of continuous service with the Employer in the bargaining unit since most recent date of hire.

The seniority of full-time employees shall be credited in the amount of calendar days and years since most recent date of hire.

The seniority of part-time employees shall be credited in the amount of total hours worked since most recent date of hire.

## 11.01 Continued

For the purposes of applying this agreement or comparing the seniority of full and part-time employees, 1650 hours of part-time service shall be deemed equivalent to one (1) year of full-time service. No part-time employee, however, shall earn more than 1040 hours of seniority in either of the six (6) month periods preceding the January and July seniority lists. It is further understood that under no circumstances shall an employee earn more than one (1) year of seniority within a calendar year.

11.02 Probation

An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement until after they have completed four (4) calendar months' work from the date of original hire in the bargaining unit. Upon completion of the probationary period, the employee's name shall be placed on the seniority list and they shall be credited with seniority effective from the date of hire.

11.03 A seniority list shall be maintained by the Employer, updated twice each year in January and in July, and posted on the bulletin board. A copy of the seniority list will be supplied to the Local Union's Secretary at the time it is posted.

11.04 A person shall lose all seniority and employment shall be terminated if they:

- (a) voluntarily quit or retire and do not rescind the notice in writing within twenty-four (24) hours (not to include Saturday, Sunday or a Paid Holiday), or in the act of quitting take action which would justify a disciplinary dismissal;
- (b) are discharged for just cause and not reinstated;
- (c) fail to report for work within five (5) working days after issuance of notice of recall by registered mail to their last address on record with the Employer, unless the employee is unable to respond because of sickness or other just cause;
- (d) are laid off for a period in excess of twenty-four (24) months.
- (e) are absent from work due to sickness, disability, or accident for a continuous period of twenty-four (24) months, provided that the employee receives severance in accordance with the Employment Standards Act.
- (f) An employee is absent from work for five (5) consecutive shifts without notification unless a satisfactory reason is given to the Employer.

11.04 Employees are required to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach such employee.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they may be placed in a job consistent with their classification band. Such return shall not result in the lay-off or bumping of any bargaining unit employee.

#### 11.06 Accrual of Seniority During Leaves of Absence

- (a) full-time employees who take Pregnancy or Parental Leave of Absence shall accrue seniority and hence vacation/float/sick days during the period of leave. Accrual of seniority for part-time employees is based on the average of the last ten (10) weeks worked; (see 16.02 b).
- (b) full-time employees who take a Disability Leave of Absence continue to accrue seniority during the period of leave for two (2) calendar years from the last day worked. At that time, the employee's current seniority level shall be frozen, until such time as the employee returns to work.

#### 11.07 Temporary Employees

- (a) The parties agree that temporary employees shall be listed on the bottom of the organization's Seniority List in a section entitled Temporary Employees;
- (b) The Employer will consider temporary employees for permanent positions before hiring externally;
- (c) There is no requirement for the Employer to retain terminated temporary employees on the bottom separate section of the seniority list once their contract ends and an employee whose temporary assignment has ended no entitlement to be considered for a new position. However, in the event a terminated temporary employee is re-hired within three months of their contract ending, they will be credited with seniority from their original date of hire;
- (d) Temporary employees who are made permanent before their temporary employment status ends will be credited with seniority from the original date of hire for the temporary position. All hours worked from the original date of hire count towards the completion of the employee's four-month probationary period.
- (e) Temporary employees will not be hired on an indefinite contract basis. All temporary assignments will specify a start date and an end date.

11.08 The employee of the Employer currently working at PrepCo is classified as a bargaining unit employee for the duration of this assignment. They are classified as an Employment Facilitator and maintain all rights afforded under the provisions of the Collective Agreement including seniority.

Notwithstanding the above, the Parties agree that the work being done at the Co-operative is not work of the bargaining unit.

### **ARTICLE 12 - JOB POSTING**

- 12.01 (a) The Employer agrees to post notices of all job vacancies including newly created positions within the bargaining unit which are to be filled, excluding those specially funded positions which require the Association to hire from designated unemployed groups. A vacancy is defined as a new or existing position that is unfilled or unoccupied and needs to be filled. Such notices shall be posted for a period of five (5) working days on Nucleus. The Employer will ensure that employees who are on leave maintain access to the Com-Box in Nucleus. Interested employees who have completed their probationary period must apply within the five (5) working day period of the posting. The vacancies created by the filling of the posted initial vacancy shall also be posted.
- (b) Part-time opportunities for transfer will be sent out electronically on a quarterly basis. Employees who wish to provide an expression of interest shall have 5 working days to provide notice of interest. It is understood that internal applicants will be given priority to the opportunity before external applicant(s). The parties also agree that in urgent situations a posting can be sent outside of this date and the same 5 day window for notice of interest shall apply.

- 12.02 Notice of permanent job vacancies shall include the nature of the position, qualifications, hours of work, salary range and program location.

The Employer agrees to post notices of all job vacancies as defined above. In filling job vacancies, the Employer will consider transfer requests along with all other internal applications for the position. It is understood and agreed by the parties that the decision about whether or not to grant a transfer request for the purpose of filling a vacancy will be made solely by the Employer.

If transfers are not granted, where requested by the Employee, the Employer will provide reasoning in writing to the Employee.

The decision will be based on knowledge, skills, ability, situational factors, experience, and seniority. When these are determined to be equal, the higher rating in situational factors will be considered to make the final decision. If each candidate rates the same in situational factors, then the earliest hire date will be considered to make the final decision.

In situations where a job vacancy is filled by way of transfer, the Employer agrees to post the vacancy created by that transfer, consistent with the definition of a vacancy as outlined above.

- 12.03 The Employer agrees to post notice of all full-time job vacancies that are not permanent in nature (referred to as 'full-time contracts' for the remainder of this article). These may include coverage for full-time employees for pregnancy/parental leaves, sick or long-term disability leaves, approved leaves of absence, and other absences as provided for under the Collective Agreement. It may also include newly-created positions for time limited grants, or other similar circumstances that meet the spirit and intent of this clause. Such postings may be posted with an anticipated end date or as indefinite in nature. Full-time contracts may be cancelled with four weeks notice. Employees that are in full-time contracts will accrue vacation, lieu, and float time in accordance with other provisions for full-time employees within the Collective Agreement. At the conclusion of the full-time contract position, employees will be paid out any vacation, lieu time, and float owing in accordance with other provisions within the Collective Agreement. At the conclusion of the full-time contract position, employees will return to a position in their previous classification band.

Should the full-time contract position be determined to be able to become permanent in nature, the Employer agrees to post the position in a manner that is consistent with the provisions of Article 12.02.

- 12.04 In urgent situations, the Employer shall have the right to fill the vacancy by way of temporary assignment. A temporary assignment that involves a change to a different classification with a higher rate of pay will be posted as a vacancy in accordance with standard posting procedures should the temporary assignment extend beyond three months.
- 12.05 In the event an employee is the successful applicant for a vacancy hereunder, the Employer need not consider such employee for any further posted vacancy for a period of three (3) months following the date of acceptance. At the discretion of the Employer, however, an employee may be limited to two (2) successful bids in a calendar year.
- 12.06 The Employer will first consider all internal applicants. As part of the consideration process, the Employer agrees to formally interview a minimum of three internal candidates judged to be most qualified for each posted vacancy. Appointments shall be made of the applicant who possesses the knowledge, skills, ability, situational factors, experience, and seniority. When these are determined to be equal, the higher rating in situational factors will be considered to make the final decision. If each candidate rates the same in situational factors, then the earliest hire date will be considered to make the final decision.

Should there be no qualified internal applicant after the job posting process has been exhausted, the Employer may fill the job from other sources.

- 12.07 The Employer agrees to post a notice of any Training Course for which employees may be considered.
- 12.08 The Employer will notify the Union's Recording Secretary and President at the end of each calendar month of all hirings, job postings, promotions, transfers, lay-offs, and terminations of employment within the bargaining unit.

12.09 Assignment or Promotion to Positions Within the Bargaining Unit

- (a) For the purposes of this Article:

"transfer" shall refer to a permanent change to a different program or classification with no change in pay. A transfer may be requested by an employee and granted at the Employer's discretion. In addition, transfers may be initiated and implemented by the Employer; that is, the Employer has the right to re-assign employees to a different program or classification where no change in pay is involved, again, for the purpose of matching worker strengths and personal attributes to person served and organizational needs;

"temporary assignment" shall refer to a change required by the Employer and specified in writing which is for a short term (on an "acting" basis), and may or may not involve changes in program, classification or rate of pay.

"promotion" shall refer to a permanent change to a higher paid classification;

"substitute employee" shall refer to an employee on temporary assignment, as defined above.

a "re-assignment to a lower paid classification" may be requested by an employee and granted at the discretion of the Employer

- (b) When the Employer temporarily assigns an employee to perform duties of a higher paid classification, the employee will be paid at the applicable rate in the higher classification band. All such assignments will be confirmed in writing by the Employer.
- (c) Full-time employees temporarily assigned by the Employer to a lower paid classification shall continue to receive their normal (higher) rate of pay.
- (d) Where a part-time or substitute employee who has passed probation under the terms of this Agreement is promoted to a full-time position, they shall receive the full amount of the commencement rate of pay for the classification to which they are promoted and become entitled immediately to the Benefits provided under Article 25 of the Agreement.
- (e) The following salary adjustment shall be made on the promotion of employees to a higher full-time classification
- (1) the employee shall receive the full amount of the commencement rate of the new classification;
  - (2) if the commencement rate is lower than the employee's former rate, the employee shall receive the next corresponding rate in the grid which is higher than their former rate.
- (f) When an employee is assigned to a band in which they have previously worked, they will receive credit for previous hours worked in that band, which will be applied to their commencement rate of pay.

## 12.09 - Continued

- (g) Should job qualifications change, bargaining unit members will be deemed qualified in their current position, and those qualifications for which the employee has been deemed qualified will be transferable to any other position within the classification band which requires those qualifications. It is understood that if job qualifications are changed by legislation the Employer will provide paid time off for any additional training and will bear the cost of any required courses including textbooks.

**ARTICLE 13 - LAY-OFF**

- 13.01 A lay-off shall be defined as a reduction in the workforce arising from a shortage of work or a reduction of funding. Wherever possible, the Employer and Union will work together to identify and consider alternatives to lay-offs. The affected employee(s), however, may choose to accept the layoff.

The Employer agrees that no general or partial reduction of full-time hours or the part-time minimum shift guarantee in Article 21.02 (c) shall be instituted in the event of a shortage of work without written consent by the Union.

A reduction of full-time regular hours shall be considered to be a lay-off and an employee so affected may elect to be laid off rather than continue in a position with reduced hours. In the event the employee chooses to accept a lay-off, the notice of the reduction of hours shall constitute notice of lay-off in accordance with Article 13.08 below. Employees have the right to refuse recall to any position full or part time that has fewer regular hours or a lower rate of pay than the position held prior to lay-off. Such refusals do not in any way alter or extend an employee's recall rights.

- 13.02 Recognizing the special and very sensitive nature of the work involved and the need to match worker skills to person served needs, the Employer may, for the purposes of complying with this Article, transfer or reassign but not demote, employees who remain on the job after the lay-off and reassignment process is completed, as circumstances require. It is understood that interim changes to regular schedules may occur.
- 13.03 In the event that a reduction of the work force is required, the Employer agrees to lay off employees in the reverse order of seniority. The Employer further agrees to lay off all temporary employees before probationary or permanent employees are affected. The Employer and Union shall meet prior to the lay-off being implemented to review the seniority list and order of lay-off. The parties agree that the hours worked by employees up to and including the end of the pay period that immediately precedes the required four weeks lay-off notice period will be used to determine the order of seniority for layoffs.
- 13.04 Employees who have been laid off will be maintained on a recall list and will accrue seniority for the first year of layoff after which the employee shall retain but not accrue seniority. Part time laid off staff will accrue seniority on the basis of the average hours worked in the previous 10 weeks for the first year of lay-off. Recall rights remain in effect for employees who have been laid off for a period of two years from the date of lay-off.

Employees will be recalled after a lay-off in order of seniority, providing they are willing and qualified to do the work available.

No new bargaining unit employees will be hired until all employees with recall rights have been offered available work, provided they are willing and qualified to do the work available. Employees who refuse a recall assignment forfeit all recall rights and their employment status will be terminated, consistent with Article 11.04 (c).

## 13.04 - Continued

The one exception to this is that employees who are offered a recall to a temporary or lower paying position than the one they occupied at the time of lay-off will be granted the right to remain on lay-off while maintaining recall rights to a position in their previous classification band for the duration of their recall period.

13.05 Consistent with, and further to, Article 11.04 and Article 11.05, the Employer will attempt to notify employees of recall assignments initially by telephone followed by confirmation sent by registered mail. Employees who fail to return to work on the assigned recall date after being provided with five days written notice sent by registered mail and who have failed to provide the Employer with change of address information will forfeit recall rights and employment will be terminated.

13.06 For the purpose of this Article, the parties agree that employees have reassignment rights to particular classification bands and rates of pay and not to specific positions, consistent with Article 13.02.

(a) When the Employer eliminates positions within a classification band, the affected employees will have the right to displace less senior employees within the same classification band, provided they are willing and qualified to do the work available. Failing this, surplus employees have the right to displace less senior employees in the classification band immediately below their current band. No surplus employees have the right to displace any employees in a higher classification band, regardless of seniority. In addition, surplus employees will be granted the option of taking the lay-off instead of exercising their reassignment rights in this instance.

(b) The Employer agrees that employees with permanent status in a particular job who are reassigned to a lower paying classification band as a result of downsizing will maintain reassignment rights back to their previous classification band for a period of two years from the date of reassignment, providing they are willing and qualified to do the work available. Under this scenario, when a vacancy arises, employees with this entitlement will automatically be reassigned back to the classification band in which the vacancy exists, in order of seniority. Similarly, employees who have been laid off and recalled to a position with a lower rate of pay than the position which they occupied at the time of the lay-off shall have an entitlement right to an assignment in their previous classification band, should one become available within the duration of the two year reassignment rights time period.

(c) While the intention of the above provision is to reinstate employees who have either been laid off or reassigned to a lower paying job back to a position at their previous rate of pay, the parties further agree that these same employees will be offered temporary, contract and/or permanent vacancies that arise in other lower paying classification bands within the two year reassignment time period.

Employees who exercise their entitlement rights to such an assignment will still maintain their entitlement rights to any other vacancy that subsequently becomes available in a higher paying classification band or their original classification band. In addition, employees with reassignment rights will have the option of rejecting temporary, contract or lower paying reassignments without forfeiting their reassignment rights as outlined in this Article.

(d) Community Living Kingston and District's normal job posting procedures will not be in effect until the recall process is completed, given that some employees will have entitlement rights to vacancies within this time frame.

13.07 In lieu of the Employer's contribution to benefits for which the employee becomes ineligible upon being laid off, the Employer agrees to provide a separation allowance equal to the Employer's contribution to the employee's benefit plan for the first three (3) months of the period of lay off.

- 13.08 The Employer shall notify employees who are to be laid off four (4) weeks prior to the effective date of layoff, except when the layoff is caused by reasons beyond the control of the Employer. In addition, the Employer will meet with employees who are to be affected by a layoff accompanied by a local union representative to discuss all of the implications of the 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.
- 13.09 In the event the layoff becomes a permanent layoff, the employee will be given notice of permanent layoff in accordance with the termination provisions of the Employment Standards Act, or a minimum of twenty (20) days. The notice of layoff already given will be counted as part of the permanent layoff notice.
- 13.10 Home Facilitators
- (1) Notwithstanding the provisions of Article 13.06 (a) the rights of an employee in a Facilitator position to displace a less senior employee within the same band will not be applicable or exercisable to secure a position in the Home Facilitator classification.
  - (2) Similarly, and notwithstanding the provisions of Article 13.06 (a), the rights of an employee in a Coordinator or Resource Consultant position to displace a less senior employee within a lower band will not be applicable or exercisable to secure a position in the Home Facilitator classification.
  - (3) No employee will be considered for a transfer to a Home Facilitator position unless they have requested such a transfer in writing. Employees in Home Facilitator positions may request transfers, which will be subject to the existing transfer language in the Collective Agreement.
  - (4) Following a layoff, employees may not exercise reassignment rights to secure a vacancy that arises in the Home Facilitator classification unless mutually agreed upon by the employee and the Employer.
  - (5) Any situation that arises related to movement to and from a Home Facilitator position that is not specifically covered by the provision of this Agreement, when read together with the Collective Agreement, will be reviewed by the Labour-Management Committee, and resolved in a manner consistent with the spirit and intent of this Agreement.

#### **ARTICLE 14 - WORK OF THE BARGAINING UNIT AND CONTRACTING-OUT**

- 14.01 The parties recognize the need of the Employer to remain flexible and open to the introduction of new and re-organized service structures, staff patterns, employee roles, responsibilities and work locations necessitated by changing demands on the organization and service needs as determined by persons served, their family members and/or the Employer.

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

The Union agrees to co-operate with direct volunteer involvement in any and all person served programs operated by the Association and the Employer agrees that no bargaining unit member will be laid off as a result of their work being assigned to a non-bargaining unit person or contracted out.

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

- 14.02 In order to provide job security for the members of the bargaining unit, the employer agrees that all Community Living Kingston and District work or services presently performed, in addition to work hereafter assigned to the bargaining unit, shall not be contracted, subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-union employee except in cases mutually agreed to between the union and the Employer.

**ARTICLE 15 – HOLIDAYS / FLOATS**

- 15.01 (a) For the purpose of this Agreement, the following days shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

When July 1<sup>st</sup> falls on a Sunday, the Canada Day holiday shall be recognized and observed on Monday, July 2<sup>nd</sup>, for the purpose of statutory holiday pay.

In recognition of the organization's commitment to multiculturalism and recognizing the cultural diversity amongst staff, the Employer agrees that staff who wish to celebrate different cultural holidays than outlined in this agreement, can request time off to observe their cultural holidays. Requests shall not be unreasonably denied.

In addition to the holidays specified above, each employee shall be entitled to take four (4) floating holidays during each calendar year, to be taken upon the employee's request. These float holidays may be used for personal reasons provided notification is given to the immediate supervisor prior to the time they would normally report for work. When using a float day, employees will endeavor to provide the Employer with a minimum of twenty-four (24) hours notice.

In the calendar year in which an employee achieves twenty years seniority the employee shall be entitled to an additional one (1) floating holiday, for a total of five (5) altogether. In the calendar year when an employee achieves thirty (30) years seniority the employee shall be entitled to an additional one (1) floating holiday, for a total of six (6) altogether.

Floats will be allotted on the first pay date of the new calendar year. Employees may use whole or partial days. Float days may not be used on statutory holidays.

When an employee has not been able to utilize accumulated floating holiday time by the end of the calendar year, the balance of float days owing will be converted to vacation days at that time. However, if an employee leaves the organization, they will be required to reimburse the Employer for any portion of float time owing and/or used that have not yet been earned on the basis of an accumulation rate of one float day for every three calendar months.

- (b) In lieu of the four (4) floating holidays, as described above, part-time employees shall receive an additional one and one third percent (1.33 %) vacation pay. This percentage will increase for those employees whose seniority entitles them to the equivalent of five or six floating holidays.
- (c) Those employees who are required to work on Christmas Eve (December 24<sup>th</sup>) between the hours of 5:00 p.m. and 12:00 midnight will be compensated at the applicable holiday rate of pay (2 ½ times regular straight time hourly rate). It is understood and agreed that all employees not working during this time period have no entitlement to any holiday pay or compensation for Christmas Eve, nor do those who work earlier on December 24<sup>th</sup>.

## 15.01 - Continued

- (d) Home Facilitators will receive an additional three (3) floating holidays in each calendar year on January 1<sup>st</sup> in recognition of the many hours they work. Use of these days will be in accordance with Article 15.01 (a).

15.02 Full-Time

Full-time employees who are required to work on a paid holiday will be compensated at the rate of one and one-half times (1½) the regular straight time hourly rate for actual hours worked plus an additional credit at one times (1) the regular hourly rate. This credit may be applied in either of two ways at the Employer's discretion:

- (a) by a lieu time credit of time, in hours; or
- (b) by a payment of wages at the above-mentioned rate.

Full-time employees who are not required to work on a paid holiday will be compensated for the number of hours they would normally be scheduled to work at the regular straight time hourly rate.

Part-Time Employees

All part-time employees will be compensated an additional four percent (4%) in lieu of holiday pay on each pay.

Part time employees who are required to work on a paid holiday will be compensated at one and one-half times (1 ½) the regular straight time hourly rate for actual hours worked. A part time employee who is required to stay, as defined by Article 22, on a paid holiday shall be compensated at two (2) times the regular straight time hourly rate for actual hours worked for all hours in which they were obligated to remain at work.

Part-time employees who are not required to work on a paid holiday will receive no additional compensation.

Home Facilitators

Holidays for Home Facilitators will be compensated in the following manner:

- (a) When a holiday falls on a day other than one when Home Facilitators are scheduled to work, one of the following options will be exercised by the Employer:
- (1) the Home Facilitator will be scheduled to work their normal schedule and accrue eight (8) hours of lieu time on the actual holiday date, or
  - (2) the Weekday Home Facilitator will be granted a *clear day* off from their normal schedule to compensate them for the holiday. For the purpose of determining a *clear day*, it is the day closest to the actual holiday, unless otherwise requested by an employee. For the purpose of determining a *clear day*, the parties agree that if the Sunday is granted off, the Home Facilitators will be off from 11:00 P.M. Sunday to 7:00 A.M. Monday. If Monday, Tuesday, Wednesday, Thursday is granted as the *clear day* off, the Home Facilitators will be off from 7:00 A.M. on the day in question to 7:00 A.M. the following day. If Friday is granted as the *clear day* off, the Weekday Home Facilitators will be off from 7:00 A.M. Friday to 3:00 P.M. Friday.

## 15.02 - Continued

- (3) If the Friday is granted off for the Weekend Home Facilitator, they will be off from 3:00 P.M. Friday to 9:00 A.M. Saturday. If Saturday is granted as the *clear day* off, the Weekend Home Facilitator will be off from 9:00 A.M. Saturday until 9:00 A.M. Sunday. If Sunday is granted as the *clear day* off, the Weekend Home Facilitator will be off from 9:00 A.M. Sunday to 11:00 P.M. Sunday.
- (b) When a holiday falls on a Friday, Saturday or Sunday, one of the following two options will be exercised by the Employer:
- (1) the Weekend Home Facilitator will be scheduled to work and accrue lieu time in accordance with the provisions of the Collective Agreement, or
  - (2) the Weekend Home Facilitator will be scheduled off for the holiday in accordance with how a *clear day* is defined above.
- (c) Floating holidays for Weekend Home Facilitators will be scheduled off in accordance with the *clear day* practice outlined above.
- 15.03 When an employee is scheduled to work on a holiday and does not work, they shall be compensated for the holiday as outlined in Article 15.02.
- 15.04 For the purpose of the application of this Article, an employee will be compensated at the appropriate overtime rate for all hours worked during the 24 hour period of the holiday.
- 15.05 When any of the above-noted holidays fall on a full-time employee's scheduled day off, other than a weekend, one of the following three options will be exercised:
- (a) the Employer, by providing the required four weeks notice, may schedule the employee to work one less regularly scheduled day in the pay period in which the holiday falls;
  - (b) should the Employer fail to provide the required notice specified above, another day off in that pay period may be scheduled off by mutual agreement between the Employer and the employee;
  - (c) the employee will accrue lieu time, at straight time in an amount of hours equivalent to what they would normally work, should they work their normal full complement of hours in that pay period.

When any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the statutory holiday for employees whose normal work week is Monday to Friday. For other employees the statutory holiday shall be observed on the day it falls.

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the proceeding clause already applied to the Monday) shall be deemed to be the statutory holiday for employees whose normal work week is Monday to Friday. For other employees the statutory holiday shall be observed on the day on which it falls.

- 15.06 Cancellation of shifts on Statutory Holidays shall be five (5) days in advance, unless mutually agreed to less notice. Employees may be asked to work the hours at another location.

In the event the Employer cancels a scheduled shift on a holiday with less than 5 days' notice, the employee will be paid for half the shift at the applicable holiday rate of pay.

**ARTICLE 16 - LEAVE OF ABSENCE**

16.01 (a) The Employer may, in its discretion, grant a leave of absence with or without pay to any employee for education and/or personal reasons. Requests for leave of absence shall be in writing and submitted to the Executive Director. Written requests for leave of absence for education and/or personal reasons will not be unreasonably denied. The Employer will respond to such requests as soon as possible. Employees requesting leaves which are denied will receive a written response from the Executive Director giving the reasons why.

16.02 (a) Pregnancy/Parental Leave

The Employer agrees to grant a pregnant employee or an adoptive parent, who has thirteen (13) weeks or more of service, leave of absence for a period of up to seventy-eight (78) weeks. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy providing the employee is able to carry out their regular duties in a normal manner, or the right to request a re-assigning from their regular duties to that of less demanding work at the rate of pay for that work if such is available.

The period of leave will be considered as continuous service for the purpose of seniority, length of vacation entitlement, float days and annual increments. During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for benefits under Article 25 of the current collective agreement unless the employee gives the Employer a written notice that the employee does not intend to pay their contributions, if any. Employee contributions, if any, will be submitted by the employee to the Employer on a monthly basis during the term of the leave.

Employees returning from pregnancy leave or parental leave shall be returned to a position in their previous classification band. The employee shall not be entitled to any sick leave benefits during leave of absence for pregnancy.

Employees shall give written notification two (2) weeks prior to the commencement of their requested leave together with their expected date of return. A doctor's certificate will be provided upon request, the cost of which will be borne by the Employer. Employees may terminate a pregnancy leave or parental leave by providing the Employer with five (5) weeks written notice. Requests to return with less than five (5) weeks written notice will not be unreasonably denied by the Employer.

(b) Spousal Leave

An employee whose spouse gives birth to a child or adopts a child shall be granted four (4) working days paid leave contiguous to the event and, upon request by the employee, shall be granted up to seventy-eight (78) weeks unpaid leave. Employment benefits during the unpaid leave may be maintained on condition that the employee pays their share of the premium cost. The employee shall not be entitled to any sick leave benefits during the leave of absence. Seniority accrual is explained In Article 11.06 (a).

16.03 (a) Jury Duty / Coroner Inquest

If an employee is required to attend a coroner inquest or serve as a juror or Court witness, they shall not lose their seniority for a period of one year, or lose their regular pay because of such attendance provided they notify the Executive Director immediately upon notification that they will be required to attend a coroner inquest or serve as a juror or Court witness, present proof of service and promptly pay to the Employer any amounts paid to them for such service.

## 16.03 - Continued

A probationary employee who is required to attend a coroner inquest or serve as a juror or Court witness will have their probationary period extended by the length of the leave.

Attendance to serve as a juror or Court witness shall constitute a shift worked for the number of days so required. Staff will not be expected to attend the workplace the same day after serving in either of these capacities if the time of service is four (4) hours or longer.

(b) Leave for Court Appearance

In the event an employee is accused of an offence which requires a court appearance, they shall be given an automatic leave of absence without loss of seniority for a period of up to one (1) year, but without pay. In the event that the accused employee is jailed awaiting a court appearance, they shall be given an automatic leave of absence without loss of seniority for a period of one (1) year, but without pay.

(c) Family Medical Leave

Employees shall be granted an unpaid leave of up to twenty-eight (28) weeks to care for a seriously ill family member. "Family member" shall refer to those parties as defined in the applicable section of the Employment Act. During the leave, employees will continue to accrue seniority. If an employee chooses to make contributions to the benefits plan and/or designated RRSP, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in the same position they were in at the time the leave commenced, without loss of seniority.

Employees may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied, given consideration to the operational requirements of the Employer. On return from leaves that are extended beyond eight weeks, employees will be placed in a position within the classification band they were in at the time the leave commenced.

(d) Domestic/Sexual Violence Leave

Employees shall be entitled to five days of paid leave if the employee or their minor child experiences domestic or sexual violence or the threat of domestic or sexual violence. Employees shall be granted an unpaid leave of up to fifteen 15 weeks if the employee or their minor child experiences domestic or sexual violence or the threat of domestic or sexual violence.

(e) Critical Illness Leave

Employees that have been employed for at least six consecutive months shall be granted unpaid leave of up to 37 weeks for a critically ill minor child and up to 17 weeks for a critically ill adult family member. For the purposes of this article, 'family member' and 'child' shall refer to those parties as defined in the applicable section of the Employment Standards Act.

(f) Child Death Leave

Employees shall be granted unpaid leave of up to 104 weeks if a minor child, stepchild, foster child, or child under the legal guardianship of the employee dies.

(g) Child-Related Crime Disappearance Leave

Employees who have been employed by the employer for at least six consecutive months will be granted unpaid leave of up to 104 weeks if a minor child, stepchild, foster child, or child under the legal guardianship of the employee, disappears and it is probable that the child disappeared as a result of a crime.

## 16.03 - Continued

For each of the leaves noted in Articles 16.03 (c) through (g), if an employee chooses to make contributions to the benefits plan and/or designated RRSP, the Employer will pay the Employer's contributions for the same period. During the leave, the employee shall continue to accrue seniority, but will not accrue sick, vacation, lieu, or float credits. On return from leave, employees will be placed in a position within the same classification band they were in at the time the leave commenced. Employees may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied, given consideration to the operational requirements of the employer. However, extensions beyond the leave period specified in the Employment Standards Act preclude continued eligibility for the benefits plan and the designated RRSP.

16.04 The Employer shall grant leaves of absence without pay for up to two (2) employees to attend Union conventions or seminars, provided that:

- (a) such leave does not unduly interfere with the operational requirements of the Employer;
- (b) the total combined leave for the bargaining unit granted hereunder shall not exceed twenty (20) working days per year of the Agreement;
- (c) not more than one (1) employee from any work area may receive leave hereunder at any one time; and
- (d) the Union gives fourteen (14) clear days' notice of such leave to the Employer.

16.05 CUPE National Convention

The Employer shall provide five (5) working days' paid leave of absence to one (1) employee who is selected by the Union to attend the biennial CUPE National Convention.

All wages paid to an employee granted such leave shall be charged to the Joint Staff Education Fund and the provisions of Article 16.04 shall apply. A second employee selected by the Union shall similarly be provided this leave under the same provisions should the balance of the fund be at least \$10,000 at the time of the request.

16.06 Special Leave of Skills Upgrading

The Employer may require employees, from time to time, to participate in skills upgrading programs. In such an eventuality, the employee shall be granted paid leave and reasonable expense compensation.

16.07 Leave For Recovery

Employees who are required to absent themselves from work to participate in a mandatory recovery program shall be granted leave of absence that will be compensated by the expenditure of sick leave credits, Employment Insurance Sick Leave benefits (where applicable) and then by the grant of special personal leave. Compensation shall be at the level provided by the various above-mentioned benefit plans. Seniority shall accrue for a period of up to two years during this leave.

The services of Community Living Kingston and District's Employee Assistance Program will only be accessed for mandatory recovery purposes when there is mutual agreement between the Employer, employee and Union.

#### 16.08 Time Off for Voting

As provided by statutory right under The Canada Elections Act and/or other applicable legislation, employees shall be allowed sufficient time off before the closing of polls to allow four (4) consecutive hours for voting in federal, provincial, municipal elections, First Nation or other Indigenous elections, or referenda without deduction from pay for the full shift.

#### 16.09 Health Care Leave

The Employer agrees to allow employees sufficient paid time off from normally scheduled work time to attend to healthcare emergencies or to attend appointments for medical care and dental care including appointments for family members. Immediate family is defined as spouse, child, parent, sibling. Employees will make every attempt to schedule such appointments during non-working hours. Employees may be required to show proof of health care in a form acceptable to the Employer. Such time off will be limited to thirty-six (36) hours in a calendar year. Health care leave will be taken on the basis of a three (3) hour minimum leave when requested in advance and approved by the Employer. Employees will endeavour to provide as much notice as possible when requesting health care leave and the employer will endeavour to approve all such requests. The Employer will respond within 48 hours to requests for health care leave. Health care leave hours cannot be carried over to the next calendar year. It is understood that Healthcare leave includes mental and physical health.

#### 16.10 Self-Funded Leave

##### (a) Eligibility

All Union employees, administrative staff and management staff who meet the following criteria:

- (1) Full-time employees with at least one year seniority
- (2) Part-time employees with at least five years seniority
- (3) Are less than 59 years old at the time of application

##### (b) Approval

The Employer may, at its discretion, grant a self-funded leave. Applications for a self-funded leave must be in writing and submitted to the Executive Director. Applications will not be arbitrarily or unreasonably denied. Any employee whose request for a self-funded leave is denied will receive a written response from the Executive Director outlining the reasons for denial. Subject to the approval of the Executive Director, leaves will be granted for periods not less than six months and not more than one year. The length and date of the leave must be established at the time the application is made. There will be no exceptions.

The employee must commit to return to employment at Community Living Kingston and District for a period at least equivalent to the leave.

##### (c) Termination

The leave may be terminated under the following conditions:

- (1) Termination of employment (including lay-off)
- (2) Extreme financial hardship of the employee
- (3) Total disability
- (4) Death

## 16.10 - Continued

## (d) Fees

There will be an administration fee of \$150.00 per year which will be charged at the beginning of each year.

## (e) Accumulation Period

During the accumulation period, the employee will earn the salary they would normally be entitled to and will accrue and use vacation as usual. The maximum accumulation period will be four years. All Employment Insurance benefits and deductions, RRSP contributions and union dues would be based on total salary. The employee will be taxed and will pay CPP on 80% of their salary during the accumulation period.

Calculations of regular salary for purposes of deferral will exclude all premiums and bonuses and will include regular earnings, vacation pay, statutory holiday pay and sick pay. The balance of 20% will be deposited in a trust account at a financial institution of the Employer's choice, to be paid out to the employee during the period of leave. Any interest on the money held in trust will be taxable interest income and will be paid out to the employee in the year that it is earned. The financial institution will issue a T5 form directly to the employee.

Salary deductions will be suspended under the following conditions:

- (1) Parental leave
- (2) Unpaid leave of absence or lay-off greater than 30 days
- (3) Short term sick leave

## (f) Leave Period

The leave period must start on the day immediately following the last day of the accumulation period. During the leave period, the employee may choose payment as one lump sum or may receive a payment once a month. The amount will be the balance they have accrued in their trust account less deductions for income tax and CPP. A cheque will be issued on the first of each month and will be available for pick-up at the office or mailed on that day. Any accumulated interest earned on the trust account during the leave period will be paid to the employee at the end of the leave period and will be taxable.

The employee will not be entitled to any employment benefits during the period of leave, as they will have already received the full benefit of their employment during the accumulation period.

This means that the employee will not be entitled to government employment benefits, sick leave benefits, RRSP contributions and vacation accrual during the leave period. The employee may elect to continue group insurance with Community Living Kingston and District, however the employee must pay the full premium.

The employee will accrue seniority during the period of leave. Part-time employees will accrue seniority based on the average hours worked in the accumulation period.

Money owed by the employee during the leave period for bonds, group insurance premiums, and other miscellaneous amounts owing will continue to be deducted by the employer, either on a monthly basis or in the form of a lump sum at the beginning of the leave period, depending on how the employee chooses to pay.

## 16.10 – Continued

The employee may not work for Community Living Kingston and District during the period of leave and will not receive any other employment related payments from Community Living Kingston and District during this time.

## (g) Return to Work

Employees returning from self-funded leave shall be returned to a position within their previous classification band, consistent with the provisions of the Collective Agreement.

**ARTICLE 17 - BEREAVEMENT LEAVE**

17.01 An employee shall be granted eight (8) working days' leave of absence at their regular straight time rate in the event of death of their spouse, common-law partner, child or step-child, parent or step-parent.

An employee shall be granted five (5) working days' leave of absence at their regular straight time hourly rate in the event of death of their sibling, or step-sibling.

An employee shall be granted up to three (3) days' leave of absence at their regular straight time hourly rate to make arrangements for or to attend the funeral of the employee's step or in-law relative regardless of gender, grandparents or grandchild, provided that the employee loses time on a regular scheduled working day.

The Employer may choose to grant additional paid leave at the Employer's discretion.

17.02 An employee will not be eligible to receive payments under this Article for any period which they are receiving payments in the form of any disability or sick leave benefits or W.S.I.B. benefits.

17.03 The days of leave specified above are to be taken consecutively, unless otherwise agreed by the parties or except in special circumstances.

**ARTICLE 18 - REIMBURSEMENT**18.01 Mileage

(a) In the event an employee uses their automobile during work hours and is authorized by the Employer to do so, the Employer shall pay an allowance of fifty-five cents (\$0.55) per km upon receipt of an official travel expense form approved by the employee's immediate supervisor.

Upon request, Employees required to transport persons served in their automobile will be provided a car seat cover and incontinence pads.

With prior approval, the Employer will provide reimbursement for interior car detail for cars soiled as a result of requirement to transport persons served.

Employees who travel in excess of 400 kilometers in any given month will be paid an additional one cent per kilometer.

## 18.01 - Continued

From within the boundaries of the city of their primary work assignment, staff must get to their first working destination at their own expense and on their own time. From that first site, all travel (time and mileage) will be compensated at applicable rates during the shift, until the final work site of the shift is reached. Staff members are responsible to get home from their last work site at their own expense and on their own time. In situations where employees either commence or end work outside the boundaries of the city, of their primary work assignment, as defined below, the applicable mileage rate will apply. For staff whose primary work assignment is in Kingston, the boundary to the North is defined as beyond Highway 401. The boundary to the west is defined as Coronation Boulevard. The boundary to the east is defined as Highway 15. For staff whose primary work assignment is at the Napanee program, the Napanee office at 465 Advance Avenue, shall be the designated boundary point. For staff whose primary work assignment is the Gananoque program, the Gananoque office at 26 Mill Street shall be the designated boundary point.

This difference for Gananoque and Napanee, is in recognition of the small geographic area of the towns of Gananoque and Napanee. For staff who are split between assignments at Kingston and Gananoque locations, for the purposes of this article, the applied boundary shall be the city in which the program being worked in that day is administered.

The parties agree that damage claims to automobiles due to persons served use will be reimbursed upon submission of acceptable evidence. The Employer reserves the right to review the legitimacy of such claims, including the right to inspect the damaged vehicle. The Employer will reimburse costs for any cleaning required as a result of a specific incident, subject to the same conditions as outlined above. Information on the fleet liability insurance will be made available upon request.

The Employer shall provide a signed Form T2200, Declaration of Conditions of Employment, to those employees that are required to use their personal vehicles on agency business provided that all CRA conditions are met to deduct motor vehicle expenses for tax purposes.

- (b) Any round trip over 35 kilometers outside the Greater Kingston area, town of Gananoque or town of Napanee, as applicable, must be authorized in advance by the employee's supervisor.

The Union agrees that Liability Insurance carried by the Employer provides employees with acceptable legal liability protection against claims arising out of accidents involving vehicles driven by employees on the business of the Employer.

This coverage applies only in excess of the insurance carried by the owner of the vehicle and is subject to a deductible amount of \$100 with collision claims, which the Employer agrees to pay in the event of such a claim.

In the event an insurance company charges an employee an additional fee to enable that employee to carry passengers while at work, the organization will reimburse the employee to a maximum of \$125.00 for one vehicle per year, upon receipt of proof of this insurance requirement. In order to receive this reimbursement, the employee must provide the Employer with a copy of the insurance policy specifying the cost of the additional fee required for this purpose.

18.02 Parking

The Employer agrees to reimburse employees for job related parking costs upon submission of receipts.

### 18.03 Meal Allowance

All employees who work a shift that is six (6) hours or longer are entitled to a meal hour, which can be provided in one of the following three ways:

- (a) the employee is required to stay at the work setting during the meal hour and perform such duties as are required and the Employer provides a meal. Employees with medical dietary needs will be accommodated;
- (b) the employee may claim a meal allowance of eleven dollars (\$11.00) on the regular expense claim when they are required to stay at the work setting during the meal hour and perform such duties as are required and the Employer does not provide a meal similar to those made available to employees who work in residential settings.
- (c) the employee is provided with an opportunity to leave the work setting for a full hour and is not required to perform any duties during this time.

Employee meals will be paid by the Employer when the employee is assigned to “dine out” with persons served during the course of their duties, as follows:

Breakfast \$17.00, Lunch \$21.00, Supper \$28.00

### 18.04 Clothing Allowance

The Employer agrees to provide safety boots or shoes, coverall, bathing suits, water shoes, uniforms and any other special or protective equipment as required by the Employer in any situation where a Community Living Kingston and District employee is regularly required to wear such equipment in the performance of their job duties.

The Employer agrees to provide Maintenance Technician with safety shoes, safety boots, winter coat, winter/work gloves, four (4) work pants and four (4) work shirts annually.

- 18.05 The Employer will compensate an employee for loss of personal property, including clothing, eyeglasses, contact lenses and watches, in the event such property is damaged or destroyed while the employee is performing their regular duties.

The employer shall compensate by providing the replacement cost of the personal property. The Employer reserves the right to review the legitimacy of such claims, including the right to inspect the damaged property.

The parties agree that the intent of this article is to ensure damaged personal property is replaced by the employer when the employee is engaged in the legitimate performance of work duties. Damage resulting from personal carelessness will not be replaced by the Employer.

### 18.06 Tax Form T2200

The Employer agrees, when requested to provide Form T2200 for employees that are required and authorized to use a personal cell phone while carrying out work duties, provided that all CRA criteria is met for the employee to deduct cell phone expenses for tax purposes.

## ARTICLE 19 – WAGES / PREMIUMS

- 19.01 The Employer agrees to pay and the Union agrees to accept, for the term of this Agreement, the wages set forth in the Schedule “A”s attached hereto.

19.02 The Employer agrees to pay the wages set forth in the Schedule "A" s biweekly every other Friday. The employee's notification of direct electronic deposit of the employee's pay shall indicate the amount of wages, and overtime, and other supplementary pay as well as any deductions made by the Employer. The employee's Statement of Earnings and Deductions will include a record of that employee's current amount of lieu time, vacation time, sick leave and floating holidays.

19.03 Retroactivity

All wages or salaries negotiated in the new agreement shall be adjusted retroactively to the commencement date of the new agreement.

An employee who has voluntarily severed their employment or been laid off between the termination date of this agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, or salary, provided the employee leaves a forwarding address with the Employer.

19.04 Premiums

The purpose of this Article is to address the issue of how Community Living Kingston and District employees are to be compensated when they perform additional responsibilities that are either typically affiliated with duties associated with a higher paying classification or when these responsibilities are assigned at times of the day when a shift premium applies.

- (a) For the purpose of this agreement, a premium is defined as an hourly compensation rate that exceeds the existing hourly rate of pay of the affected employee's job classification. Premiums will be paid in the following situations:
- (1) Employer Assignment to a Higher Paying Classification when the Employer has formally assigned an employee the responsibilities of a higher paying classification.
  - (2) Awake Overnight when an employee is assigned to work awake overnight shifts;
  - (3) Kwik-Shred when an employee is assigned to work at Kwik-Shred or any location that the Union and Employer agree in future is worthy of a premium.
  - (4) Weekend - when an employee is scheduled to work on a Saturday or Sunday with a shift starting no earlier than 5:00am and a shift ending no later than 11pm.
- (b) The parties agree that premiums bear no relation to classification other than that of recognition of the work assigned. Specifically, employees who are paid a premium maintain their current classification.
- (c) In the interest of fairness and equity, the Employer agrees to post opportunities for all employees to express an interest in being considered for any new work assignment in excess of two weeks that would involve the paying of a premium. The parties agree that no premium posting is required in situations where a staff member already individually assigned to work one-on-one with a specific person served is awarded premium pay. The spirit and intent of this article is twofold: on the one hand, the parties wish to ensure all employees have an opportunity to be considered for new work not already assigned while on the other hand ensure adequate compensation for existing employees who are performing work that is deserving of a premium.

The employer will review requests from all employees who express an interest in being considered for the premium posting and maintain the right to select the candidate deemed most appropriate for the assignment. The parties agree that this selection process is not subject to the criteria specified in Article 12 of the Collective Agreement.

## 19.04 - Continued

- (d) Employees in higher paying classifications who are re-assigned to a lower paying classification do not have re-assignment rights to the list of employees who work shifts that involve premium payments, but they may apply for future posting opportunities for premium shifts.
- (e) The following premiums will be paid for the following assignments:
  - (1) Awake Overnight - \$1.80 per hour awake overnight shift premium;
  - (2) Kwik-Shred - \$1.01 per hour
  - (3) Weekend Premium \$1.00 per hour
  - (4) Employer Assignment to a Higher Paying Classification – the hourly rate of pay differential between the employee’s current rate of pay and the applicable rate of pay of the higher classification, in accordance with grid steps.
- (f) The parties agree that employees who regularly perform work for which they are paid a premium will be compensated at the premium rate of pay for the purpose of sick pay and on a pro-rated basis for vacation and statutory holiday pay, based on the previous two pay periods. However, shift premiums for Kwik-Shred, Awake Overnights, and Weekends are only paid when the employee actually works the shift.
- (g) It is understood that there will be no duplication of premiums under the Agreement.

**ARTICLE 20 - GENERAL****20.01 Personnel Files**

- (a) An employee may request the examination of their personnel file and the same shall be shown to the employee during normal office hours within forty-eight (48) hours of the filing of the request. Every employee has the right to make a written response to anything in the personnel file and such response shall become part of the file.

**20.02 Performance Appraisals**

Each probationary employee will receive a formal meeting regarding performance within two months prior of the end of their probationary period. Each Employee will receive a written performance appraisal upon completion of probation and every two years thereafter. The employer agrees to provide an annual written performance appraisal to any employee who requests one.

Performance Appraisals will be conducted in one of the following ways:

- a) The Employee will be provided the form to fill out and then meet with their Coordinator to complete the evaluation.
- b) The Employee and Coordinator will meet and complete the form and evaluation collaboratively.
- c) The Coordinator will draft the performance appraisal and then meet with the Employee to complete the evaluation.

The goal section will be completed collaboratively.

## 20.02 - Continued

All evaluation meetings shall be scheduled at a mutually convenient time, unless scheduled four weeks in advance consistent with the provisions of the Collective Agreement and shall be considered time worked and be on paid time. The parties agree that evaluation meetings scheduled outside of normal work hours that are missed by employees due to illness will be rescheduled and no sick time pay may be claimed for the missed meeting.

Employees may make a written response to their performance appraisal which the Employer agrees to attach to the appraisal. If the employee indicates disagreement with the appraisal, an automatic review of the appraisal will be conducted by the Operations Director. Employees may request to meet with the Operations Director as part of this process.

20.03 New Programs

When newly funded person served services that create or affect bargaining unit positions are being implemented, management will inform the Union before implementation to discuss wages, hours of work and other responsibilities of the program.

20.04 Consistent with the requirements of local Day Care Centers and the City of Kingston, all Resource Consultants and the Resource Consultant Coordinator will undergo an annual criminal reference check, the cost of which will be paid for by the Employer. In the event any of these employees are deemed ineligible to continue in their current capacity as a result of a positive criminal reference check, they will maintain their rights within the bargaining unit, in accordance with the provisions of the Collective Agreement.

20.05 Confidentiality

Consistent with organizational policy, every employee has a right to confidentiality with respect to their personal health related information and family related issues. The Employer shall not disclose this information to others without the express permission of the employee.

20.06 Cross Training

When employees express an interest in being cross trained across multiple divisions, the Employer will not unreasonably deny the request. If the request is denied the Employer will provide written rationale to the Employee.

20.07 Cultural Safety and Indigenous Awareness Training

The parties agree to implement educational opportunities for all Employees to be educated on Indigenous peoples' history. Training will be delivered using an anti-racist, human rights, and cultural safety framework. CLKD and Local 2635 acknowledge this as one of the 94 calls to action made by the Truth and Reconciliation Commission.

20.08 Employees who are required to enter premises where the presence of pests exist, IE Bed Bugs, Cockroaches, Lice, etc., the Employer will provide all proper PPE. The Employer agrees to limit the amount of time spent in conditions where pests exist. The Employer agrees to arrange for pest control services for any Employee who requires remediation as a result of exposure to pests during the course of their work.

**ARTICLE 21 - HOURS OF WORK**

21.01 It is hereby expressly understood and agreed that the provisions of this article are for the purpose of computing overtime and shall not be construed to be a guarantee of limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules, save and except the undertaking set out in Article 21.02 (c).

21.02 (a) (1) Subject to paragraph (2) below, the regular assigned shift of work for all full-time employees shall be eighty (80) hours averaged over a two (2) week period and the regular daily shift shall not exceed twelve (12) hours. Alternatively, by mutual agreement, the regular assigned shift of work may range from no less than seventy (70) hours and no more than ninety (90) hours in any respective pay period and will average to one hundred and sixty hours (160) over any four-week period. The alternative shift of work will only be scheduled after the Employer and the employee sign an agreement to do so, which may be rescinded by either party with the provision of four weeks written notice.

(2) The Employer may introduce ten (10) or twelve (12) hour shifts as part of an employee's regularly scheduled hours of work and, provided that such shifts are indicated on the posted schedule, no overtime shall be payable unless they cause an employee to work more than eighty (80) hours averaged over a two (2) week period.

(3) Employees who work a shift of less than four (4) hours' duration shall receive four (4) hours of pay for that shift.

(4) Any scheduled meeting with the Employer will be considered paid time, with the minimum four-hour call in applying. Two exceptions to this practice are noted under Article 6.06 and Article 21.05.

(5) The Employer may, from time to time, designate certain staff assignments as self-scheduled and employees fulfilling such assignments shall be subject to the provisions of Article 21.02 (b), below.

(6) Full-Time employees can give six weeks notice as to their preferred rotation change to accommodate regularly scheduled quarterly staff meetings, subject to approval by the Employer.

(7) Employees may indicate to the scheduling person in writing that they are not interested in being called in and therefore will not be called.

(8) The Employer will endeavor create consistent rotations for all employees, with the understanding that additional shifts may be added to the existing rotation to accommodate staffing needs.

21.02 (b) **Self-Scheduling**

(1) Those staff members who operate on a self-scheduled basis must combine their freedom in scheduling their work time with responsibility. An account of hours worked must be submitted to the appropriate supervisor as soon as possible at the end of a pay period. Staff should be able to itemize hours worked and where, if required to do so.

## 21.02- Continued

- (2) Overtime will be recognized for reimbursement only if it has been authorized in advance by the supervisor. In cases of emergency, the overtime must be reported immediately following the overtime shift (or part). The normal requirements for reporting of emergencies and/or incidents shall apply in any case. Should such situations occur requiring overtime, staff will endeavor to make every effort to reduce total overtime in a pay period by reducing hours worked on subsequent days in the pay period where possible.
- (3) Lieu time taken in excess of four (4) hours per pay period must be authorized in advance by the supervisor.
- (4) Vacation time must also be requested in writing and authorized in advance.
- (5) Illness and the inability to work must be reported immediately to the supervisor, as outlined in Article 24 of the Collective Agreement.
- (6) A meal hour may be claimed on a six (6) hour shift if no meal has been provided on that shift. Where a staff member eats with a person served, whether in a restaurant or in home of the person served, no meal hour can be claimed for that shift. Employees shall be required to perform such duties as are necessary during such meal period.
- (7) The minimum four-hour call-in provision does not apply to self- scheduled hours, except when contacted by management by phone or text after hours, or in emergency situations.

(c) Part-Time Minimum Hours

Part -time employees shall be scheduled to work a minimum of sixteen (16) hours per week during the first four (4) calendar months of employment, averaged over a two week pay period, and if not scheduled consistent with this provision shall nevertheless be paid as though they had worked the minimum hours, unless otherwise agreed in writing, on the Waiver of Minimum Hours form, between the Employer and employee. All part-time employees, who have completed four calendar months of employment, shall be scheduled to work a minimum of twenty-four (24) hours per week, averaged over a two week pay period, and if not scheduled consistent with this provision shall nevertheless be paid as though they had worked the minimum hours, unless otherwise agreed in writing, on the Waiver of Minimum Hours form, between the Employer and employee.

Part-time employees shall be entitled to pay at overtime rates for those hours in excess of eighty in a two-week pay period. Where a part-time employee requests and is approved for a time off on a posted schedule, the shifts that were originally posted will be those used to determine if the minimum scheduled hours requirement was met.

It is recognized that in order to ensure program flexibility, part-time employees may be required to work in multiple assignments in order to be guaranteed minimum hours.

It is understood Family Home, Respite, and any other exceptional circumstance shall have their hours averaged over a 4-week period. The employer will notify the union of all exceptional circumstances for the purpose of this clause.

In order to determine the four-week period for the averaging of minimum hours, the parties agree that the pay period where an employee works less than the minimum number of required hours will be averaged with the pay period that immediately follows.

## 21.02 - Continued

(d) Home Facilitator

- (1) There are two Weekday Home Facilitator assignments for each location. The first position works from Sunday at 11:00 p.m. to Wednesday at 7:00 a.m. The second Weekday position works from Wednesday at 7:00 a.m. until Friday at 3:00 p.m. The Weekend Home Facilitator works from 3:00 p.m. on Friday to 11:00 p.m. on Sunday. All three of these assignments total 56 hours, which are pro-rated, meaning each hour is credited at .71 of an hour, for a total of 40 hours compensation per week. It is agreed by the parties that all calculations based on the pro-rating system will be rounded off to the nearest half-hour.

By signed letter of agreement between the Employer, employee and the Union, the hours of work may be altered.

Home Facilitators who are required to stay awake for any part of the time period between the hours of 11:00 p.m. and 7:00 a.m. to respond to person served needs will be compensated at the straight time rate of pay for those awake hours and will also receive an awake overnight premium in the amount of \$3.50 per hour.

- (2) Job responsibilities which must be carried out during times other than regularly scheduled shifts will be viewed as overtime and the accreditation for overtime will be at time and one-half, not pro-rated.
- (3) Upon the commencement of employment, Home Facilitators will receive immediate credit for eighty (80) actual hours of lieu time. The normal conditions for accumulating or taking lieu time off will apply.

Subsequent lieu time taken off or earned will be subtracted from or added to the 80 hour total. Home Facilitators who have less than the original starting bank of 80 hours lieu time upon termination of employment in this position will not be required to reimburse the Employer but will only maintain current lieu hours in excess of eighty (80) upon termination of employment or commencement of a new position.

- (4) Overtime hours worked will be accredited on the basis of actual hours and not in accordance with the pro-rating system.

Meetings for training scheduled outside of the working hours shall be paid non-prorated time and one half (1 1/2) for all hours spent at meetings.

It is understood at no time shall the hours of a subsequent shift be reduced by the hours spent at meetings for training without prior mutual agreement.

- (5) (i) by mutual agreement, Weekend and Weekday Home Facilitators may switch their regularly assigned hours in any given week, pending final approval by the Employer. In situations where there is no mutual agreement, the regular schedule applies.
- (ii) Home Facilitators have the right of choice and the right of refusal with respect to working a different weekly shift when one of their colleagues is on vacation.
- (6) Given that Weekday and Weekend Home Facilitators have the same job description, the Employer will endeavour to ensure that responsibilities are equally divided between the positions.

## 21.02 - Continued

- (7)
  - (i) With respect to holidays and floats, Home Facilitators are compensated in a way that is consistent with the pro-rated scheduled shift. For example, for the weekday person, this means that a holiday is compensated as 8 hours.
  - (ii) For the purposes of determining sick time, lieu time and vacation time, it is understood that hours are calculated in a way that is consistent with the prorating system.
  - (iii) Compensation for Home Facilitators holidays and floats is defined in Article 15.02.
- (8) Consistent with Article 22, the Employer may schedule a Home Facilitator to take their weekly or weekend shift off with lieu time when persons served are away, providing appropriate notice is given. Home Facilitators will be offered the opportunity to take time off using vacation time. In situations where the Home Facilitator chooses to work, they will have the option of working in another location.
 

If the other location is a non-Home Facilitator model, the Home Facilitator will only be required to work 40 actual hours, to be scheduled within the time frame of their normal working hours if possible. In these situations, actual shifts and location will be determined by the Employer.

Vacations at an external location that involve the provision of support for people other than those normally supported through the Home Facilitator location will be considered a non-Home Facilitator model, and Home Facilitators will be required to work only 40 actual hours per week, as outlined above.
- (9) The Employer agrees that no more than three (3) persons served will permanently reside at any location using a Home Facilitator model.
- (10) When working a full Home Facilitator schedule, the employee will be compensated at the normal Home Facilitator rate of pay, in accordance with the pro rating system.
- (11) Seniority and Layoff Provisions for Home Facilitators are defined in Article 13.10.
- (12) Home Facilitators will have a separate private area to sleep in.
- (13) Home Facilitators who are required to complete Life Plans will have 10 straight time self-scheduled hours per year for each person for whom they complete a Life Plan.

21.03 Establishment of Schedules

- (a) Employees may request a scheduled split shift. It is understood that split shifts shall not be scheduled unless mutually agreed otherwise by the Employer and the employee, and providing that the total number of hours of the combined shifts do not exceed thirteen (13) hours, as specified in the Employment Standards Act. Two exceptions will exist. One exception will be for quarterly staff meetings. The Employer will endeavor to inconvenience as few staff as possible in the scheduling of these staff meetings but it is recognized that due to 24 hour staffing it will not be possible to do so without some staff working a split shift. The second exception is for CPI training, provided that the training is no longer than four (4) hours in length, as it is recognized that some staff schedules may make it very difficult to schedule this required training without some staff working a split shift.

## 21.03 - Continued

The Employer agrees to establish schedules in accordance with the following:

- (b) Work schedules shall be posted at least four (4) weeks in advance for full-time and part-time employees. The Employer may make changes to posted schedules without employee consent provided these changes are made in advance of the required four-week notice period, unless a lesser amount of time is allowed by Act or Statute (e.g. Employment Standards Act), or unless as indicated in 21.02 (d) (4). No changes shall be made to schedules with less than four weeks notice without the consent of the employee unless seventy-two (72) hours' notice of shift cancellation has been given to the employee. If such notice is not given, the affected employee shall be paid for one-half (1/2) of their cancelled shift, or portion thereof, provided, however, that in no case shall the payment be for less than four (4) hours.

In the event the Employer cancels a scheduled shift on a holiday with less than five (5) days notice, the employee will be paid for half the shift at the applicable holiday rate of pay. In the event changes are made to a posted schedule, the Employer will directly contact affected employees, even if the changes are made more than four (4) weeks in advance. If the Employer is unable to reach the employee, a telephone message will be left at the employee's Home, if possible, and an electronic message will be sent indicating the details of the schedule change.

Where a portion of a shift is cancelled without the requisite notice, the employee shall be paid for half of the hours cancelled, provided that the total number of combined hours paid for the worked and cancelled portions of the shift combined are at least four hours.

- (c) Shifts of more than twelve (12) hours will not be scheduled. Should an employee be requested and agree to work in excess twelve (12) consecutive hours, the employee will be compensated at the rate of one and one-half (1 ½) the regular hourly rate for each hour they work in excess of the original twelve (12) hour straight time shift. Should any hours in excess of a twelve (12) hour shift fall on a Statutory Holiday, the employee will be compensated at the rate of three times (3) the regular hourly rate.
- (d) The Employer agrees that no employee shall be scheduled to work more than six (6) consecutive days without a day off.
- (e) Shifts will be scheduled with at least eleven (11) hours off in between shifts unless mutually agreed otherwise by the Employer and the employee. No shift will be scheduled with less than eight (8) hours off in between shifts under any circumstances.
- (f) All employees will not be scheduled for at least one twenty-four (24) consecutive hour time period per week. In situations where employees have more than one day off a week, the Employer will endeavour, whenever, possible, to schedule days off so they are consecutive.

21.04 In the Event that the World Health Organization, federal or provincial authorities or local health unit declares a pandemic that impacts the Kingston or Gananoque areas, the Union and Employer agree to meet as soon as possible to discuss possible implications related to service provision and staffing. The mechanism for this meeting shall be the Labour Management Committee.

21.05 Joint Committees - Compensation

Any employee who is a member of a joint Community Living Kingston and District committee will be compensated for attending meetings. The parties agree that the four-hour minimum shift Article does not apply in these circumstances and the compensation will be at straight time.

- 21.06 For the purpose of determining all entitlements under this Agreement, the parties agree that for paid statutory and floating holidays, leaves of absence and bereavement leave, a "day" shall be equivalent to a normal scheduled shift. For sick time and vacation time, a "day" shall be equivalent to eight (8) hours.
- 21.07 All facilitators who are not self-scheduling shall be scheduled for at least (10) hours of office time per month. If cancelled, for the purpose of being assigned to an urgent matter, the office hours will be rescheduled by the Employer, within a four-week period, by mutual agreement. Office hours will not be cancelled to backfill shifts.
- 21.08 Should an employee not arrive within fifteen minutes of the start of a scheduled shift without first contacting the applicable on-call system or when the on-call system is not available then the work location, they retain no rights to that shift, including payment.

## **ARTICLE 22 – CALL-IN PROCEDURE / OVERTIME**

### **22.01 Call-In Procedure**

In the spirit of managing the frequency with which employees are required to stay beyond the end of a scheduled shift, the Employer will exhaust all other options first.

While recognizing that each instance of shift coverage is unique and that a variety of factors may impact how shift coverage is achieved, the Employer will endeavour to follow the call-in procedure below:

Staff may identify as not wanting to be part of the Call In Procedure, and therefore will not be offered shifts.

- 1) Part-time up to 80 hours
- 2) Full-time including Coordinators
- 3) Part-time overtime
- 4) Staff on waivers
- 5) Required to Stay

- 22.02 It is the Employer's intention that all overtime should be subject to mutual agreement between the employee and the supervisor whenever possible.

If an employee is authorized to work and does work in excess of their regular hours of work as set out in Article 21, they will be compensated by either of the following at the option of the Employee:

- (a) Lieu time off equivalent to one and one-half (1 1/2) times the time so worked overtime;

OR

- (b) Payment of an overtime premium at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay for time so worked.
- (c) The Employer agrees that where employees are temporarily assigned to a higher paid classification and accrue overtime during the period of assignment, such employees shall be paid for overtime accrued at the higher rate of pay at the conclusion of the period of temporary assignment.

## 22.02 - Continued

The Employee will advise which option they wish to exercise listed above at the end of each pay period in which overtime is worked. In situations where lieu time is accumulated, an employee may accumulate forty (40) hours of lieu time and take any portion of that time off at a time convenient to the employee only by providing their supervisor with four (4) weeks written notice. After the accumulation of forty (40) hours, the Employer may require the employee to take such lieu time off as will reduce the accumulated time to forty (40) hours.

The Employer reserves the right to pay out accumulated overtime in excess of forty (40) hours at any time. By mutual agreement the full amount of accumulation of overtime can be paid out. The Employer agrees to give employees four (4) weeks notice of requirement to take the lieu time off under the above provisions.

For employees working longer daily shifts, overtime will be compensated when overtime worked is more than the regular hours of the longer daily shift or if the employee works more than eighty (80) hours averaged over a two (2) week period.

Lieu time equivalent to three (3) shifts (maximum of thirty-six (36) hours) can be taken off at a time convenient to the employee upon providing their supervisor with two (2) weeks' notice contingent upon the following conditions being met:

- (a) This lieu time shall be restricted to a maximum of three (3) shifts in a pay period;
- (b) The employee has secured a replacement staff person to cover their shift;
- (c) The replacement person is not working overtime as a result of agreeing to cover the shift; and
- (d) The employee's immediate supervisor has given final approval, which will not be unreasonably denied.

- 22.03 The Union recognizes the requirement for overtime and agrees to co-operate with the Employer in the performance of the same. All overtime shall be authorized in advance by the supervisor, with the exception of required to stay situations. Authorization shall include emergency situations where the employee immediately notifies their supervisor or their designate of the nature of the incident and the necessity for overtime.

In the event that the Employer is unable to find a replacement and an employee is required to stay beyond the end of their scheduled shift, the Employer will ensure the employee's overtime shift does not exceed eight (8) hours, excluding ten (10) hour overnight shifts, except by mutual agreement.

Part-Time employees who stay at work beyond the end of a scheduled shift shall be compensated at time and one-half (1 1/2) for all additional time worked. Full-time employees have the option of being paid for hours required to stay beyond the end of a scheduled shift or receiving a lieu time credit, also at time and one-half (1 1/2). Full-time employees will receive a lieu time credit unless the payroll office has been notified by the Monday immediately following the pay period by 9:00 a.m. that payment is requested. The entitlement to be paid for full-time employees can be capped at twenty hours (20) in any given pay period at the discretion of the Employer.

- 22.04 Before requiring an employee to stay beyond the end of a scheduled shift, the Employer (which includes the scheduling team) will contact all other employees, both part time and full time, who are trained at the affected location, to see if anyone is willing to come in and work the shift. There are occasions when employees may be required to move to a different work location as part of a required to stay assignment. Typically, this will only happen in emergency situations when no other coverage options are available.

## 22.04 - Continued

For these purposes and for the purposes of Article 22.01, 'trained' will mean that the employee has received a formal orientation to the supports provided and that they have current knowledge of all of the support requirements of all persons served impacted. The intent of this is to ensure that persons served are being supported by employees who are familiar to them and have a current understanding of their support needs.

22.05 It is understood that there will be no pyramiding of overtime under the Agreement.

22.06 An employee who is called into work outside their regularly scheduled hours of work will receive a minimum of four (4) hours' pay at their regular straight time hourly rate except to the extent that such work overlaps and extends into their regular hours.

22.07 An employee who is called into work outside their regularly scheduled hours of work with 12 hours or less notice, will be paid at the rate of one and one half (½) times the employee's regular straight time hourly rate of pay for time so worked except to the extent that such work overlaps and extends into their regular hours. It is understood that any hours worked beyond the first 12 hours will be paid at the overtime rate.

22.08 On-Call Compensation

Community Living Kingston and District employees agree to an on-call assignment will be compensated with a lieu time accreditation and/or actual payment that is consistent with their regular straight time rate of pay. Responses to emergencies on paid holidays are subject to normal overtime premium rates. Employees will be compensated for mileage to and from the response location.

- (a) When a bargaining unit employee carries an on-call device, the normal assigned period will commence at 15:00 hours on Monday and end at 15:00 hours the following Monday. For this period, full-time employees will receive either a twenty-one (21) hour lieu time accreditation or twenty-one (21) hours of pay. The employee must declare which compensation option they choose at the time they become an on-call device carrier and must give the Employer two months advance notice should they wish to change their compensation option in the future. Part-time employees will receive twenty-one (21) hours of pay.

Employees responding to emergencies while on call will be compensated with an additional minimum three (3) hour accreditation per response. For the purposes of this agreement, a response will be defined as physically travelling to a work site; phone calls will not be considered for additional compensation.

In the event that an employee is on-call for less than a one-week period, they shall be compensated with 3 hours of accreditation for weekdays, and 4 hours of accreditation for each weekend day for every 24 hour period on call, or portions thereof.

Where an employee is on-call during a paid holiday, an additional 4 hours of accreditation will be added to the rates for one week as described above.

- (b) When an on-call employee is designated as the first point of response for Community Living Kingston and District's overnight security system, they will be compensated as follows: 4 hours accreditation for a weekday, 6 hours accreditation for a weekend day and 8 hours accreditation on a holiday. This compensation is provided in lieu of normal on-call compensation for the specified period, except that the 3-hour call-in provision outlined above still applies. For the purpose of this clause, a weekend day is defined as 11:00 p.m. Friday to 9:00 a.m. Saturday, and 11:00 p.m. Saturday to 9:00 a.m. Sunday.

## 22.08 - Continued

- (c) Employees who are on-call on weekends from Friday at 4:30 p.m. to Monday at 8:30 a.m. will receive a \$600.00 stipend plus eight (8) hours lieu time, or twenty-four (24) hours lieu time at the employee's option, for all duties performed during this time period. In the event that an employee remains on-call for a period of time longer than the typical weekend described above, such as on paid holidays, an additional \$250.00 plus twelve (12) hours lieu time, or twenty (20) hours lieu time at the employee's option, will be paid for each additional twenty four hour period, or part thereof.

In the event that an employee is required to respond in person to a situation that arises while on-call and is required to remain at the location (s) of the response for a period of three (3) hours or longer, they will be paid at regular hourly rates for such additional hours or at the employee's option the equivalent time in lieu, neither of which are subject to overtime premiums. Responses in person of less than three (3) hours are considered to be covered by the above stipends.

In the event a statutory holiday falls on a Saturday or Sunday, and is not formally recognized on a Friday or a Monday, the employee will receive an additional payment of \$50.00 plus an additional 9 hours lieu time on top of their normal weekend compensation.

### **ARTICLE 23 - VACATIONS**

- 23.01 (a) Each full-time employee, upon completion of one (1) year's continuous employment with the Employer, shall have earned 120 hours (three weeks) vacation with pay at their regular straight time hourly rate accruing at the rate of 4.62 hours per pay period.
- (b) Each full-time employee, upon completion of five (5) years continuous employment with the Employer, shall have earned 160 hours (four weeks) vacation with pay at their regular straight time hourly rate accruing at the rate of 6.15 hours per pay period.
- (c) Each full-time employee, upon completion of ten (10) years continuous employment with the Employer, shall have earned 200 hours (five weeks) vacation with pay at their regular straight time hourly rate accruing at the rate of 7.69 hours per pay period.
- (d) Each full-time employee, upon completion of fifteen (15) years continuous employment with the Employer, shall have earned 240 hours (six weeks) vacation pay at their regular straight time hourly rate accruing of 9.23 hours per pay period.
- (e) All part-time employees shall receive vacation pay on a pro-rata basis to full-time employees, based on seniority years.
- (f) **Long Service Recognition**

Employees who reach their 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup> and 40<sup>th</sup> employment anniversary shall receive an additional three (3) days of vacation on their anniversary date, added to their vacation bank, for that year only, in recognition of their long service.

- 23.02 Vacation credits shall only accumulate to a maximum of 240 hours. Employees who accumulate vacation credits in excess of 240 hours may be required by the Employer to take such time off as will reduce the employee's total accumulation to an amount equal to 240 hours, upon the provision of eight (8) weeks written notice from the Employer. Should the Employer not require the employee to take time off, the Employer has the right to pay out the accumulations over the 240 hours maximum. If the Employer chooses not to exercise either option, the employee has the right to either maintain the accumulated total above 240 hours or be paid out.

## 23.02 - Continued

Vacation pay for part-time employees will be paid out every pay period.

- 23.03 An employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to their date of separation unless they leave without giving two (2) weeks notice of termination in which case they shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.
- 23.04 Employees must provide the Employer with three (3) months written notice of their preferred vacation period and the Employer must respond in writing two months prior to the commencement of the requested vacation period. Community Living Kingston and District's vacation request form will suffice for the purpose of both the request and the approval or denial. The Employer will make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning scheduling of vacations resides with the Employer. Should more than one (1) employee desire the same vacation time, such vacation time shall be granted according to seniority, provided that the efficient operation of the Employer is not unduly affected. Requests not submitted more than three months in advance will not be subject to the seniority provision of this Article.

An employee shall be entitled to receive their vacation in unbroken periods of not less than one (1) day and not more than four (4) weeks unless otherwise mutually agreed upon between the employee and the Employer.

- 23.05 Any bonus payments will be processed at the same time as a regular payroll run but as a separate payment.
- 23.06 In the event an employee who is on vacation leave becomes entitled to bereavement leave, maternity or paternity leave, or becomes seriously ill, there will be no deduction of vacation credits for the time period affected by the aforementioned entitlements. The parties agree that vacation credits will not be reinstated for routine illnesses that occur during vacation leaves. In addition, vacation credits will not be deducted on any day that qualified as a paid holiday.

23.07 Requests For Scheduled Time Off For Part-Time Employees

Part-time employees may request to not be scheduled for periods of time consistent with the principle of accrued vacation time, based on seniority that applies to full-time employees. Part-time employees making such requests will use the Requests for Scheduled Time Off form and submit it to their immediate supervisor. Part-time employees must provide the Employer with three (3) months' written notice of their request for time off and the Employer must respond in writing two (2) months prior to the commencement of the request for time off. Should more than one (1) employee desire the same time off period, such time off shall be granted according to seniority, provided that the efficient operation of the Employer is not unduly affected. Requests not submitted more than three months in advance will not be subject to the seniority provision of this Article. The parties recognize that the final decision concerning the scheduling of time off resides with the Employer. The Employer agrees that these requests will not be unreasonably denied.

**ARTICLE 24 - SICK LEAVE**

- 24.01 Pay for sick leave is for physical or mental illness is for the sole and only purpose of protecting the employee against loss of regular income when they are legitimately ill, including situations where the employee has been exposed to a contagious disease for which they have been quarantined by the Medical Officer of Health, and unable to work and will be granted on the following basis:

## 24.01 - Continued

- (a) Sick leave will be allowed for sickness for employees after completion of their probationary period on the basis of 5.54 hours per pay period of active employment to a maximum of 144 hours (18 eight-hour days) in total at any time for full-time employees. All part-time employees shall earn sick leave credits on a pro-rata basis to full-time employees.

Once these credits are earned, they may be used when sickness renders the employee unable to perform assigned duties. Sick leave credits used up will be deducted from the total credits accumulated;

- (c) An employee, upon returning to work from sick leave of more than three (3) regularly scheduled shifts, may be required by the Employer to present proof of sickness in the form of a medical certificate, at the Employer's expense. In situations where an employee claims sick leave for any time period under questionable circumstances, particularly where there is a history of heavy absenteeism, the Employer has the right to require a medical certificate for illnesses less than three days (3), at the Employer's expense.
- (d) Employees shall not be entitled to sick leave for sickness or accident compensable by the Workplace Safety and Insurance Board;
- (e) Sick leave credits will expire on termination of employment or retirement or on death;
- (f) Based on specific program protocols, any employee absenting themselves on account of personal illness must contact the Employer or their designate directly on the first day of illness. This should occur as far before the time they would normally report to work as possible. The intent of this article is to ensure that an employee absenting themselves on account of personal illness do so by making contact with a live person. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (g) In order to discourage absenteeism, the Employer agrees to make four lump sum payments of \$100.00 to all employees who use no sick days in each quarter January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31 of each calendar year. A lump sum payment shall be made to part-time employees on a pro-rata basis to full-time employees. Employees who have signed a waiver and those who have not been active during the entire three-month period shall not be eligible for this payment.
- (h) In case of illness of a member of the employee's immediate family, where no one other than the employee can provide for their needs, the employee may be entitled, after notifying their immediate supervisor, to use up to a maximum of ten (10) accumulated sick leave days for this purpose. This provision to be effective following completion of the employee's probationary period. Immediate family is defined as spouse, child, parent or step-parent, sibling. At the Employer's discretion, the definition of immediate family members may be expanded. An employee may be required to produce medical proof of illness for an immediate family member, at the Employer's expense.
- (i) Employees on an extended sick leave of more than one week must provide the employer with an expected return to work date. In the event the sick leave needs to be extended, employees will endeavour to provide the employer with at least 72 hours of advance notice that their sick leave is being extended, coupled with a new expected return to work date.

24.02 The Employer shall pay all costs for employees who choose to receive inoculations against Hepatitis B and C.

- 24.03 Time lost by an employee as a result of being quarantined by a certified medical practitioner shall be treated as a leave of absence without pay. Employees may exhaust their sick leave credits, lieu time owing, float days owing and vacation credits prior to asking the Employer for a leave without pay under these circumstances. The employee will return to their former position if the leave is eight (8) weeks or less, or to a position in their former classification band if the leave exceeds eight (8) weeks.

#### **ARTICLE 25 - BENEFIT PLANS**

- 25.01 The Employer will pay one hundred percent (100%) of the cost of Ontario Health Care for all employees. It is understood that this excludes any employee tax that may be levied by the provincial government. All employees who have completed their four (4) month probationary period will be eligible for benefits under Article 25.02.
- 25.02 The Employer agrees to contribute seventy-five percent (75%) of the group insurance premium for the following employee benefits for all eligible employees in the active employ of the Employer, who have completed their probationary period, subject to the terms and conditions agreed to between the Union and the Employer set out herein:
- Life Insurance Benefit - 2 times annual salary for natural causes, 4 times for accidental death
  - Long Term Disability Benefit: 70% of weekly salary after 17 weeks up to age 65
  - Extended Health Care Plan including prescription drugs, private duty nursing, semi-private hospital accommodation, "Out of Canada" benefit, and time limited coverage for spouse and children in the event of death of the insured
  - Dental Care Insurance Plan: preventative and basic restorative procedures
  - Vision Care Plan: \$250.00/24 months for those over age 18;  
\$250.00/12 months for those age 18 and under.

The foregoing is expressly understood by the parties not to be an exact or exhaustive list of benefits and is not intended to limit the Employer's ability to secure the best benefit plan in return for premium dollars spent. However, in the event that a change of carrier may result in substantive changes to the benefit package, such change will be discussed with the Union prior to the implementation. At no time will the total benefit package be decreased.

Part-time employees who are employed for more than twenty-four (24) hours per week shall be eligible for the above group benefits provided under this article, subject to the terms and conditions of the plans. The payment of premiums shall be shared on a pro-rated basis in comparison to regular hours worked by full-time employees.

Example: Full-time employees - 40 hours per week = 75% benefit payable by Employer;  
25% by employee

Part-time employees - 24 hours per week = 45% of benefits payable by Employer;  
55% by employee

For those full-time employees that retire and have a minimum of ten (10) consecutive years of service with the employer immediately prior to retirement will be able to participate in a benefit plan for Retirees. The plan will include Extended Health and Vision care. Premiums are to be paid by Retiree and will continue from date of early retirement to the end of the month of 65<sup>th</sup> birth date.

## 25.02 - Continued

During leave under an Employment Insurance Sick Leave Benefit the Employer will pay seventy-five percent (75%) of the full cost of all Benefit Plans listed in this Article. During leave under a Long Term Disability Benefit, the Employer will pay one hundred (100) percent of the full cost of all benefit plans listed under this Article. The above will be effective the first billing date after ratification by the parties.

In lieu of a Weekly Indemnity Benefit, the Employer agrees to top-up approved Employment Insurance Sick Leave Benefits to an amount that equals 70% of the eligible employee's weekly Community Living Kingston and District salary for 26 weeks. It is understood and agreed that this top-up does not apply to Employment Insurance Maternity Leave Benefits.

25.03 The Employer agrees to provide copies of the Benefit Plans to employees. The Employer will ensure that the benefits package to which the Employer and employees contribute premiums will include equal coverage for same sex partners.

25.04 Designated Registered Retirement Savings Plan

The Employer will contribute a minimum of two percent (2%) of an employee's gross salary to a designated retirement fund, and the employee shall contribute a minimum of two percent (2%).

This is a mandatory contribution required of both parties. At the option of the employee, the Employer's contribution will increase to a maximum of five percent (5%), provided that the employee's minimum contribution increases by the same amount. While the Employer's maximum contribution will not exceed five percent (5%), employees may contribute a higher percentage at their discretion.

The Employer will contribute an additional one percent (1%), with no matching requirement, for employees with twenty (20) or more years of seniority".

This Designated RRSP will only be in effect until March 31, 2024.

**ARTICLE 26 - JOINT STAFF EDUCATION COMMITTEE**

26.01 Each employee shall contribute two and one-half (2½) cents per hour worked to the Employer for deposit to the Staff Education and Conference Fund.

The Association will annually issue a receipt for income tax purposes to each employee in the amount of their contribution, and shall each pay period contribute to the Fund an additional amount equivalent to the employee's contribution.

The Fund, therefore, would be financed on the basis of five cents (5) for each employee hour worked.

The Staff Education and Conference Fund shall be administered by a Joint Administrative Committee comprised of two (2) members appointed by the Association and two (2) members appointed by the Union.

The Joint Committee shall establish its own policies and procedures, determine for what purposes the Fund is to be expended, provide regular reports on the status of the Fund, and make whatever recommendations to the parties it deems appropriate.

The Staff Education and Conference Fund is intended to finance programs for which funding from other sources is not available.

**ARTICLE 27 –HEALTH AND SAFETY**

- 27.01 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. They mutually agree that they desire to maintain standards of safety and health in order to prevent accidents, injury and illness.

Incident reports involving violence shall be forwarded to each of the Joint Health and Safety chairs or designates within 48 hours of the incident being reported. All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee members. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to employees including, but not limited to, policy and/or training recommendations, which will be forwarded to the Employer.

- 27.02 (a) Recognizing the responsibilities under the applicable legislation, they agree to maintain a Joint Health and Safety Committee to identify potential dangers and hazards, institute means of improving health and safety programs and recommend action to be taken to improve conditions related to safety and health. It is recognized that a separate committee is required for program locations that regularly employ twenty or more workers, though that committee may work in conjunction with the aforementioned Joint Health and Safety Committee.

(b) Training

All members of the Joint Health and Safety Committee shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions. This training shall be undertaken prior to acting on the Committee, or shortly thereafter, as determined by the Joint Health and Safety Committee.

A yearly upgrading on health and safety issues should be provided for all Joint Health and Safety Committee members.

Certified workers shall be trained at the Employer's expense. All time spent in training shall be considered work time and paid accordingly.

Coordinators will receive Health and Safety training every two years.

(c) Certified Workers

It is agreed that all CUPE 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.

- (d) Where a worker is injured, requires medical attention or is unable to perform their usual work, the Employer shall provide a report of the occurrence to the JHSC and the union president within one week of the occurrence.

- 27.03 Meetings shall be held quarterly, or more frequently as required. The Committee shall maintain the minutes of all meetings and make the same available for review.

- 27.04 The Employer agrees to co-operate in providing necessary information to enable the Committee to fulfill its functions and the Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.

27.05 (a) Employee Safety Concern

Without restricting the applicability of, or the rights of employees under The Occupational Health and Safety Act, an employee or a group of employees, who are required to work under what they consider to be unsafe or unhealthy conditions, shall forthwith notify the immediate non-Union supervisor, who shall immediately investigate the situation, and if the outcome is not satisfactory, then they shall have the right to appeal directly and immediately to the Executive Director or their designate for preferred handling. The Executive Director or their designate shall reply to the complaint in writing within five (5) working days with a copy to the Union.

- (b) Where the safety of an employee may be endangered as a result of the behaviour of a person served, the Employer will take the following precautions to protect employees:
- (1) the Employer will establish written measures and procedures for the safe handling of persons served whose behaviour is potentially or actually aggressive;
  - (2) each employee will be provided with sufficient information about persons served whose behaviour is aggressive to enable them to protect themselves and others;
  - (3) paid training, including any Ministry required training, will be provided to employees at the Employer's expense, within one month of commencing work with persons served whose behaviour is aggressive. This training will include, but not be limited to, the causes of aggression, the factors that precipitate aggression, recognition of warning signs, prevention of escalation, controlling and diffusing aggressive situations and details of the Employer's policies, measures and procedures designed to deal with aggression, including reference to the availability of the EAP program.
  - (4) providing a safe working environment where potentially dangerous objects are either removed or maintained securely;
  - (5) adequate staffing will be provided by the Employer in situations where the Employer has determined that the behaviour of a person served is aggressive and employees are potentially at risk.

The parties agree that Community Living Kingston and District's Labour-Management Committee is available for consultation with respect to the establishment and maintenance of the measures and procedures outlined above. Employees are encouraged to address any concerns with their immediate supervisor in the first instance and failing resolution, they may approach any member of the Labour-Management Committee.

- (c) Employees will report health and safety concerns using Community Living Kingston and District's Safety Concern Report Form and will submit the form to the Joint Health and Safety Committee.
- (d) Any staff new to a location will be advised about persons served with Hep B and Hep C immediately upon their orientation to the location.
- (e) The parties agree that Community Living Kingston and District's Labour-Management Committee is available for consultation for any matters relating to Workplace Violence.

27.06 Injury Pay Provision

An employee who is injured while on duty, and is required to leave for treatment or is sent Home for such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

### 27.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident or injury while on duty, shall be at the expense of the Employer.

- 27.08 The parties agree that it is in their mutual interest to attempt to ensure that employees and Association persons served are protected from communicable diseases. Therefore, the parties agree that employees will undertake to have a physical examination prior to the commencement of employment and will sign an affirmation that they have had such examination and are free of communicable diseases which could represent a threat to the health of the organization's persons served or other employees.

Employees who subsequently contract a communicable disease after employment has commenced that could represent a threat to persons served and other staff members will make that information known to the human resources department immediately to ensure adequate precautions may be taken under the circumstances.

The Employer will make arrangements for direct payment for all costs associated with the immunization of all employees with the Hepatitis B vaccine. Employees who choose not to be immunized will be required to sign a waiver to that effect.

- 27.09 The JHSC and the Union shall be provided with an annual workplace injury summary which will then be posted in the workplace. This summary will include data related to:

- a) the number of work accident fatalities;
- b) the number of lost work day cases;
- c) the number of lost work days;
- d) the number of injuries that required medical aid without lost work days;
- e) the types of injuries, including numbers;
- f) such other data as prescribed by the *Occupational Health and Safety Act of Ontario*.

### 27.10 Violence in the Workplace

The Employer and the Union recognize their joint obligation to support and promote an environment that is free of workplace violence, including disruptive workplace conflict and disrespectful behaviour.

Workplace violence is defined as any act of aggression that causes physical or emotional harm, including assault (any attempt to inflict physical harm on an individual), threat, bullying, verbal abuse, sexual harassment, and racial or religious harassment. Violence is any incident in which an individual is abused, threatened, bullied, harassed, or assaulted by the infliction of injury or damage to property or threats to damage property. Violence can come in the form of offensive comments including: jokes, comments, obscene remarks, insults, ridicule, swearing, shouting, demeaning or belittling statements, threats without weapons, causing emotional distress or personal humiliation, or threats to the health, safety and livelihood of an employee. The act may be implied or actual and may be verbal or physical in nature.

Physical violence is defined as aggravated assault, assault, sexual harassment, gestures, kicking, pushing, biting and/or spitting. Violence also includes acts and threats of aggression resulting in physical or psychological damage, pain, or injury to a worker.

It is important to note that workplace violence can occur outside of work settings. It can occur during work-related functions at off-site locations such as conferences, social events, or visits to persons served' homes. It can also happen in an employee's home yet be work related such as threatening telephone calls from co-workers, persons served, or managers.

## 27.10 - Continued

Workplace violence can be committed by anyone: employees, supervisors, managers, persons served, students, contract workers, visitors, families of persons served, families or friends of employees, or unauthorized intruders.

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

27.11 No Discrimination or Reprisals

The Employer agrees that there shall be no discrimination or reprisals exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of their assigned work.

27.12 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

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

27.13 Court

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

27.14 The Right to Psychological Safety

The Employer and the Union recognize the need to maintain a healthy environment by protecting the physical and mental health of all workplace parties from negligent, reckless, or intentional harm.

27.15 The Employer will be responsible for snow removal at all agency-controlled locations, though it is recognized that employees will be required to salt/sand as needed to ensure safety. It is understood that the Maintenance Technician may be assigned to assist with snow removal as directed by the Employer.

**ARTICLE 28 - LABOUR-MANAGEMENT COMMITTEE**

The Employer and the Union shall each name four (4) representatives to the Labour-Management Committee which shall meet at least once every third month at times mutually agreed by the parties. The purpose of the meetings will be to discuss matters of mutual concern to the parties. The Employer agrees all hours spent in Labour-Management meetings shall be considered as time worked.

**ARTICLE 29 – NEGOTIATING COMMITTEE**

The Union may appoint, and the Employer shall recognize, a Negotiating Committee of up to four (4) employees who have completed their probationary period whose function shall be to negotiate renewals of the collective agreement as provided in Article 38. The Union agrees to notify the Employer of the names of the Negotiating Committee before the Employer shall be required to recognize them.

The Employer agrees all hours spent in negotiation and/or conciliation meetings shall be considered as hours worked. The Employer will pay for the preparation time for the Negotiation Committee at sixteen (16) hours straight time for each member of the committee.

**ARTICLE 30 - JOINT JOB EVALUATION COMMITTEE**

30.01 The Joint Job Evaluation Committee employs the use of the Gender Neutral Job Evaluation Program in the rating of all Community Living Kingston and District bargaining unit jobs. This rating process involves a review of existing job descriptions. The Gender-Neutral Job Evaluation program is revised by the JJEC as required.

The composition of the Joint Job Evaluation Committee will include three members from the Union and three members from the Employer.

Other responsibilities of the JJEC include reviewing, confirming, and revising ratings for new and existing jobs as required, responding to requests for reconsideration, and the handling of appeals. Reconsideration requests may be made either by the affected employee or the Unit Manager.

After rating and reviewing jobs, the JJEC makes recommendations to the Employer and the Union with respect to all matters pertaining to said ratings.

In situations where a job is re-rated, resulting in a higher classification, the JJEC will advise the parties that the job must be posted, consistent with Article 12 of the Collective Agreement.

**ARTICLE 31 – JOINT WELLNESS (AT) WORK COMMITTEE**

31.01 The Joint Wellness (At) Work Committee will consist of three members of the bargaining unit and three members from management, on a two-year term, who will monitor the services provided through this program, consistent with the established Terms of Reference for the committee. The Joint Wellness (At) Work Committee will also oversee subcommittees within the scope of promoting the ongoing wellness of employees of the organization.

**EMPLOYEE ASSISTANCE PROGRAM**

The Employer agrees to continue to provide and pay for an Employee Assistance Program for all employees. The EAP will be delivered in ways that are in accordance with Community Living Kingston and District's Employee Assistance Program policy. Community Living Kingston and District's Employee Assistance Program is entirely confidential in nature and is designed as a benefit for employees. Participation in this program is entirely voluntary. If an employee requires further EAP services beyond what is contractually provided, requests will not be unreasonably denied by the employer.

**ARTICLE 32 – JOINT WORKLOAD COMMITTEE**

32.01 The Employer recognizes that the issue of workload is of serious concern to bargaining unit employees. Therefore, the Employer and Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every employee.

32.02 i) The Employer and the Union agree to review workload issues through a Joint Workload Committee. The purpose of the Joint Workload Committee is to make recommendations to the Executive Director on ways and means to address global workload issue(s) related to bargaining unit employees and the impact of factors on workload. The Executive Director will provide a response within Thirty (30) working days to the Workload Committee's recommendations. Should a recommendation made to the Executive Director not be implemented, the reasons for that decision will be provided to the Joint Workload Committee, and the Workload Committee will revisit the issues that led to the recommendation.

ii) The Joint Workload Committee will be comprised of three (3) representatives from CUPE Local 2635 and up to three (3) representatives of the Employer. The Committee shall be chaired by an Employer and Union representative on an alternating basis.

iii) Time spent in committee meetings shall be considered time worked. Any associated time required to prepare for meetings must be considered time worked, provided that it is approved by the Employer in advance and will not be unreasonably denied.

iv) As requested by the co-chairs, the Employer will make available information at its disposal that would allow the committee to have a full and informed discussion.

v) The Joint Workload Committee shall implement the following strategies to explore and examine workload issues that impact on staff, which may include conducting a workflow analysis, reviewing workload benchmarks for all bargaining unit positions, sharing committee meeting minutes with all staff, and other matters as agreed to by the parties.

vi) The committee shall develop a Terms of Reference to guide it's activities.

32.03 The Employer acknowledges that the management of workload is an employer responsibility, and that workload is of serious concern to bargaining unit employees. The parties agree to discuss issues of concern that arise out of an employee's workload through the Labour-Management Committee.

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and supported individuals and recognizes the inherent worth and dignity of every employee and supported individual.

32.04 The Employer and the Union recognize that workload can fluctuate and therefore the employer has an obligation to review workload on a regular basis, and ensure the fair, reasonable and equitable distribution of workload. The Employer acknowledges the important role the Union plays in identifying workload issues.

**ARTICLE 33 – WORKPLACE SAFETY AND INSURANCE****33.01 Rights of Injured Employees**

(a) Within the meaning of The Workplace Safety and Insurance Act, the parties agree that every employee who suffers injury by accident arising out of and in the course of employment shall be reinstated, upon being declared able to work, to the position or equivalent position that they held on the date of injury, provided that the employee is capable of performing the work available.

## 33.01 - Continued

- (b) The Employer agrees to modify the job if necessary to accommodate the employee's disability acquired as a result of said injury, whether temporary or permanent, consistent with the provisions of Community Living Kingston and District's Early and Safe Return To Work policy.
  - (c) If the employee is incapable of performing the work available or modified as above, the Employer agrees to give the employee preferential consideration for an alternate position when available, of a nature and at a salary commensurate with the employee's capabilities. Such preferential consideration shall override the need for posting as required in Article 12 above, and shall not be subject to the Grievance Procedure specified in Article 7 above.
  - (d) The parties agree that a Union representative will participate in meetings related to the development of an Early and Safe Return To Work Plan. The parties agree that a minimum notice of 48 hours will be given to the Union Representative and employee of the meeting time, with the understanding that the meeting may take place sooner than that by mutual agreement of both parties.
- 33.02 The Employer will continue to be responsible for the full cost of WSIB premium payments or alternative insurance premiums, should the Employer choose to secure equivalent coverage from a source other than WSIB. It is understood that the equivalent coverage, in its totality, must equal the current level of benefits provided by WSIB, at the time the Employer chooses to opt out. In the event the Employer is considering switching coverage, they will first consult with the Union and will provide evidence that the insurance coverage is the equivalent coverage offered by WSIB. The parties recognize that the final decision with respect to this coverage rests with the Employer.
- 33.03 Employees who are experiencing financial hardship while waiting to receive Workplace Safety and Insurance Board payments are entitled to be paid up to 80% of their regular weekly earnings using sick credits. It is understood and agreed that this money must be immediately repaid to the Employer upon receipt of approved WSIB payments covering the specified time period for which the employee has utilized sick credits, and that the sick credits used will then be restored by the Employer. In the event re-payment is not made by the employee, the Employer will recover the money through payroll deduction.

**ARTICLE 34 - COMPENSATION FOR PERSONS SERVED VACATIONS**

- 34.01 The parties agree that people supported by the Agency are entitled to have vacations and should be enabled to exercise the widest range of choice in how to spend their vacations that resources and circumstances permit. The parties mutually understand and accept the principle that vacations are, by their nature, a change from the normal routine. Therefore, the parties agree that a degree of flexibility is necessary in order to organize staff support to people for their vacations. The parties agree that the guidelines outlined in the remainder of this article have been determined in the interests of equity and fairness to all employees.
- 34.02 All vacation plans must be approved by the Manager, and should be submitted at least four weeks in advance.
- 34.03 Twenty-four (24) Hour Work-Site Relocation:
- (a) In circumstances where the site for a vacation, such as a cottage, is within commuting distance of Kingston, staffing may be organized by simply defining the place of work as temporarily moved to another location. Staff will work their regularly scheduled shifts.

## 34.03 - Continued

If the location is outside the City of Kingston, the staff member may claim mileage for travel to the work site from the City limits in addition to normal travel claims. Management may insist on carpooling.

- (b) In circumstances where the vacation site is too far for regular commuting (35 kilometres one-way), the Employer shall provide transportation for staff to and from the site. Through the Labour-Management process, flat rates per trip may be negotiated in advance of the vacation period. Management may insist on carpooling.

34.04 Compensation For Persons Served Vacations:

In circumstances where staff agree to accompany persons served on a vacation which involves an overnight stay:

- (a) Staff may be scheduled to stay overnight or for periods of time longer than twelve (12) hours on a voluntary basis only; management agrees not to schedule a staff member to accompany persons served on vacation overnight involuntarily.
- (b) Staff who voluntarily agree to accompany persons served on vacation for periods of one or more days (24 hours) shall be compensated for a minimum of twelve (12) regular hours of each twenty-four (24) hour period at their regular rate of pay.
- (c) For staff travel to accompany persons served on vacations involving travel to distant locations, the staff fare will be covered to the selected destination; staff who choose to use their own vehicles instead may claim the lesser of mileage or the applicable fare.
- (d) Employees have the right to waive compensation.
- (e) The normal place of residence of a staff member cannot be defined as a vacation site without explicit written approval of the Manager.

34.05 Other Expenses Which May Be Claimed for Reimbursement:

Entertainment expenses incidental to accompanying persons served who are on vacation may be claimed with the understanding that:

- (a) reimbursement for meals as per Article 18.03 (c) unless agreed otherwise by the Employer and the employee;
- (b) reimbursement for entertainment is limited to the actual cost for the staff member to be present with persons served (persons served pay their own way);

34.06 Respite Trip Weekends - Variation on Home Facilitator Model

The parties agree to the use of a Home Facilitator scheduling model in the Respite Program on designated Trip Weekends only, which occur once per month, subject to the following conditions:

- Staff members must agree to work this assignment. They will not be scheduled to do so without their permission;
- This will be 56 hour assignment, commencing at 9:00 a.m. on Fridays and ending at 5:00 p.m. on Sundays;
- Employees will receive 40 hours of pay for this assignment, consistent with the Home Facilitator model;
- Employees may sleep during the overnight hours of Friday and Saturday.

**ARTICLE 35 - LEGAL FEES**

35.01 Where legal action is taken against an employee arising out of the legitimate performance of their duties, the Employer agrees to provide Legal Counsel to the employee, up to and including the Examination for Discovery (civil) or Preliminary Inquiry (criminal) stage. The employee has the right of Union representation at all times during this process. In criminal actions, the employee may designate their choice of legal counsel.

Conditional upon the Employer's continuing confidence, based upon the advice of Counsel, that the employee was engaged in the legitimate performance of their duties, the Employer will continue to pay the employee's legal fees up to and including the conclusion of the first decision rendered at trial. In the event of a civil action, the Employer reserves the right to reach an "out of court settlement", if they deem it appropriate to do so. At this point, or at the conclusion of the first trial in lower court, the Employer's obligation in the context of this Agreement shall be deemed to be discharged, except in the event that a judgment is rendered in favour of the employee, and the Crown or plaintiff elects to appeal the decision.

**ARTICLE 36 - BULLETIN BOARDS**

36.01 The Employer will provide space in a mutually designated area in each program area which may be used by the Union to post notices of Union Meetings and other such Union Notices that may be of interest to the employees, keeping within the general spirit and intent of the collective agreement. There shall be no general distribution of notices of any kind upon the Employer's property other than as provided above.

Nucleus Labs Electronic Record system may be used by the Union to disseminate information to members of the bargaining unit.

**ARTICLE 37 – PENSION**

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

1. (a) "Plan" means the Multi-Sector Pension Plan;
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - (i) The straight time component of hours worked on a holiday; and
  - (ii) Holiday pay, for the hours not worked; and
  - (iii) Vacation pay; and
  - (iv) Sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payments for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
  - (v) \_\_\_\_\_;

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

## 37.01 – Continued

- (c) “Eligible Employee” means all employees in the bargaining unit who have completed their probationary period of employment with the employer. If an employee's probation is extended beyond the 4-month period it is understood that they will not become eligible until completing the extended period.
2. Commencing March 31, 2024 each Eligible Employee shall contribute for each pay period an amount equal to 5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 5% of Applicable Wages to the Plan.
  3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay periods end for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
  4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 37.01 (4) include:

(a) To be Provided at Plan Commencement

Date of Hire;

Date of Birth;

Social Insurance Number;

Date of First Contribution;

Seniority List to include hours from date of hire to Employer's fund entry date

Gender

(b) To be Provided with each Remittance

Name;

Social Insurance Number;

Monthly Remittance;

Pensionable Earnings; Year

to date contributions;

Employer portion of arrears owing due to error, or late enrolment by the Employer

## 37.01 – Continued

(c) To be Provided Initially and as Status Changes

Full Address;

Termination date where applicable (MM/DD/YY)

Marital status, and any change to marital status;

Date of death (if applicable)

(d) To be Provided Annually but no later than December 31

Current complete address listing for all Eligible Employees;

Period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

Period(s) of lay-off, while subject to recall;

Period(s) of absence for pregnancy or parental leave;

Period(s) of strike or lockout;

Other leaves of absence;

Hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

**ARTICLE 38 - DURATION**

- 38.01 This Agreement shall continue in effect from the 1<sup>st</sup> day of April 2023, until the 31<sup>st</sup> day of March 2026 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other party during the period of ninety (90) calendar days prior to the expiration date that it desires to amend, renew, or terminate the Agreement.
- 38.02 In the event notification is given as provided in the preceding paragraph, negotiations shall begin within fifteen (15) working days following notification or such longer period as may be mutually agreed upon.
- 38.03 If, pursuant to such negotiations, an agreement is not reached on 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 procedure prescribed by law has been completed, whichever date shall first occur.

38.04 This Collective Agreement shall be effective as of the date of ratification except as specifically noted to the contrary herein.

**SCHEDULE A**

Year 1 - April 1, 2023 - March 31, 2024 – 2% increase across the board.


Year 2 - April 1, 2024 - March 31, 2025 - 2% increase across the board.

Year 3 - April 1, 2025 - March 31, 2026 - 1% increase across the board.

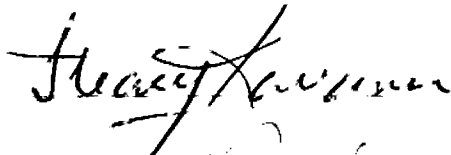
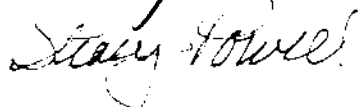
SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

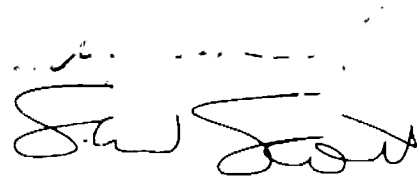
SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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COMMUNITY  
Kingston and District



541 Days Road, Unit 6  
KINGSTON, ON K7M 3R8  
TEL: 613-546-6613  
FAX: 613-546-0436

**LETTER OF AGREEMENT**

**Between:** Community Living Kingston and District and CUPE Local 2635

**Subject:** Summer Student Positions for Summer Programs

In the matter of the summer student positions for summer programs partially funded by non-base budget sources, such as, but not limited to KEYS and HRDC and Canada Summer Jobs, the parties agree on a strictly without prejudice or precedent basis as follows:

1. Notwithstanding the provisions of Article 2 – recognition of the Collective Agreement between the parties, it is agreed that the students employed as above will not be covered by the Collective Agreement in any respect.
2. Accordingly, the parties agree that union dues are not to be deducted from the students.
3. It is further agreed that summer students will be employed in this capacity for a maximum of fourteen weeks over the summer.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.

COMMUNITY  
Kingston and District



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TEL: 613-546-6613  
FAX: 613-546-0436

**LETTER OF AGREEMENT**

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** Wage Re-opener

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires March 31, 2026, with respect to the following matters:

In the event that MCCSS provides the Employer with additional funding targeted exclusively for salary increases for fiscal years 2020-21, 2021-22, 2022-23 that is in addition to the hourly rate increases already negotiated by the parties for these years, the respective members of the parties negotiating committees shall meet to negotiate the implementation of any such salary increases.


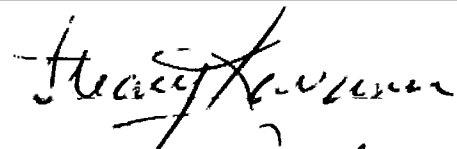
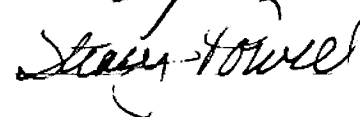
Should any challenge to the constitutionality of the wage restraint legislation Bill 124, in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to re-open the Agreement with respect to compensation.


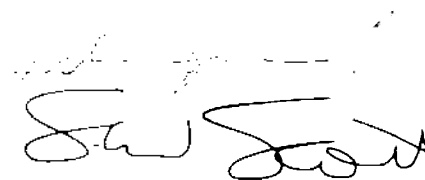
This Letter of Agreement forms part of the Collective Agreement.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.

COMMUNITY  
Kingston and District



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KINGSTON, ON K7M 3R8  
TEL: 613-546-6613  
FAX: 613-546-0436

**LETTER OF AGREEMENT**

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** Maintenance Work Completed by People with an Intellectual Disability



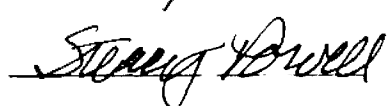
In the matter of individuals with an intellectual disability performing maintenance work regularly performed by members of the bargaining unit, the parties agree on a strictly without prejudice or precedent basis as follows:


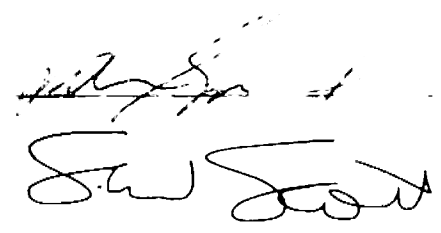
1. Notwithstanding the provisions of Article 2 – recognition of the Collective Agreement between the parties, it is agreed that these individuals with intellectual disabilities employed as above will not be covered by the Collective Agreement in any respect.
2. Accordingly, the parties agree that union dues are not to be deducted from the individuals pay.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

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**LETTER OF AGREEMENT**

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** Maintenance Technician On-Call Compensation

Community Living Kingston and District's Maintenance Technician is periodically required to be on-call during the winter months to plow snow in the event of a storm. The parties agree to the following compensation for this assignment on a without prejudice basis for the remainder of the term of the Collective Agreement which expires on March 31, 2026.


1. When the Maintenance Technician is on call for a period of one full week, they will receive 10 hours of lieu time, at straight time.
2. When the Maintenance Technician is on call for a weekend, consisting of Friday, Saturday, and Sunday, they will receive 5 hours of lieu time, at straight time.
3. Whenever the Maintenance Technician is actually called in to plow snow, they will be compensated for their time worked, and the minimum three hour call-in provision will be in effect.
4. The Maintenance Technician will continue with their existing work schedule during the winter months.

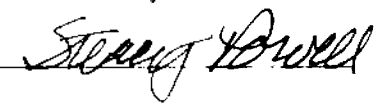
SIGNED at Kingston, this 31st day of August, 2023.

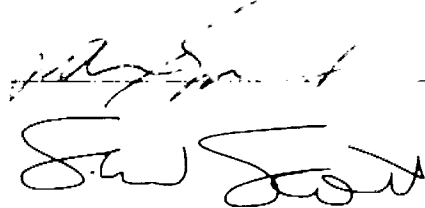
SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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**COMMUNITY**  
Kingston and District



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**LETTER OF AGREEMENT**

**Between:** Community Living Kingston & District and CUPE Local 2635


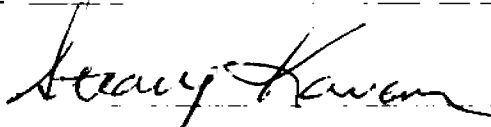
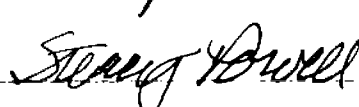
**Subject:** Core Competencies

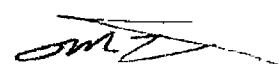
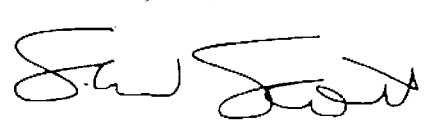
In the event the Ministry of Children, Community and Social Services imposes any obligations or regulations on Community Living Kingston and District with respect to the implementation of core competencies as part of the provincial sector-wide human resources strategy, the parties agree to meet through the Labour-Management process to discuss the implications for existing bargaining unit employees.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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TEL: 613-546-6613  
FAX: 613-546-0436

**LETTER OF AGREEMENT**

**Between:** Community Living Kingston & District and CUPE Local 2635




**Subject:** Joint Lobby

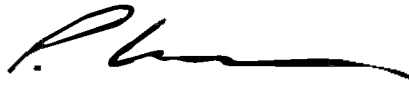
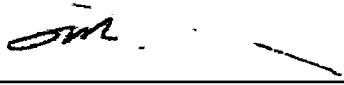


The Employer and the Union agree to lobby the provincial government for adequate funding to ensure that quality supports and services provided by community agencies are available to individuals with intellectual disabilities and their families. A key component of this lobby will be for improved wages,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

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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FAX: 613-546-0436

**LETTER OF AGREEMENT**

**Between:** Community Living Kingston and District and CUPE Local 2635

**Subject:** Revision of the Collective Agreement

The parties agree to the following Letter of Agreement until the expiry to the Collective Agreement:

**Between:** Community Living Kingston and District and CUPE Local 2635

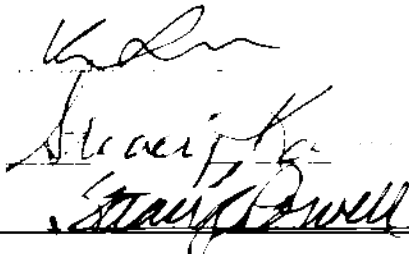
**Subject:** Shredding Work Completed by People with Intellectual Disabilities at Kwik Shred

It is recognized that changes to the Employment Standards Act effective in 2019 may no longer allow for people with intellectual disabilities completing shredding at Kwik Shred to be classified as “on the job trainees” and requires them to become employees being paid at least minimum wage. In this matter, the parties agree on a strictly without prejudice or precedent basis as follows:



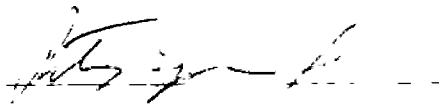

1. Notwithstanding any provision of Article 2, it is agreed that these individuals with intellectual disabilities employed as above will not be covered by the Collective Agreement in any respect.
2. Accordingly, the parties agree that union dues are not to be deducted from the individuals pay.
3. It is recognized by both parties that Kwik-Shred is intended to be a work environment for these individuals with intellectual disabilities, with bargaining unit staff providing supports to persons served and completing those duties of an industrial environment that may require additional training and skill (e.g., driving the truck, operating the forklift). The employer agrees that individuals without an intellectual disability will not be hired solely to complete shredding duties, as this would be counter to the intention of the work at Kwik Shred.

SIGNED at Kingston, this 31st \_\_\_\_\_ day of August \_\_\_\_\_, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.



## LETTER OF AGREEMENT

Between: Community Living Kingston & District and CUPE Local 2635

Subject: Joint Job Evaluation Committee  
Terms of Reference

### Background and Purpose

The Joint Job Evaluation Committee (JJEC) exists for the purpose of establishing equity and coherence within the organization's staffing structure, specifically related to employee compensation. It is rooted in the historical requirement to assess bargaining unit jobs within the organization to determine compensation within the boarder context of the CLKD levels of compensation as established through collective bargaining. This is accomplished by assessing the functions and responsibilities of a staff position to determine where the job "fits" in the organization.

### Composition and Structure

The committee will maintain representation from the Union and the Employer (three members from each). The Director of Human Resources (Employer) will serve as Chair of the Committee. The committee will meet as required. The Union will have exclusive authority and discretion to assign members of its choosing to the committee.

### Responsibilities

The Chair will maintain primary responsibility for scheduling committee meetings, taking and distributing minutes. Meetings will be held at the main corporate office of CLKD, located at 541 Days Road, Unit 6. Members will ensure that they are familiar with the tools used to evaluate jobs. The committee may, as necessary and appropriate, recommend changes to job descriptions to better reflect the evolving functions and responsibilities associated with those positions.

### Decision Making

The committee will maintain overall authority to rate jobs and determine where those jobs fit within the organization's staffing structure. This includes rating positions new to the organization as well as rating those brought forward through appeal for re-evaluation. Job evaluation will be conducted using the specific assessment tool that addresses responsibilities in several areas. A score is applied to each area that collectively contribute to an aggregate that determines placement within the CLKD staffing structure.

### Process

1. Employees or Managers who wish to have a position re-evaluated should complete the *Request for Reconsideration Form* and submit it to the committee Chair.
2. Once this form has been submitted, the Employee and their Manager shall be given the *Job Analysis Questionnaire* for completion.
3. Upon receipt of the *Job Analysis Questionnaire* the JJEC may (or may not) opt to further interview the employee, Manager, and other employees in similar positions. It will also review the job description for the position.
4. After a review of the Job Analysis Questionnaire and any interview, the JJEC will meet to complete the *Job Evaluation Plan* for the position.

5. Each member of the committee will contribute to establishing a consensus decision by the committee as a whole. A vote regarding a position's score on any or all components of the assessment tool will only be held if a consensus cannot be reached.
6. Should a vote on a position's score be deadlocked, the committee may opt to refer the issue to Labour-Management for further resolution.
7. After rating and reviewing jobs, the JJEC makes recommendations to the Employer and the Union with respect to all matters pertaining to said ratings.
8. In situations where a job is re-rated, resulting in a higher classification, the JJEC will advise parties that the job must be posted, consistent with Article 12 of the Collective Agreement.

For positions new to the organization, the Employer retains the right to place the position in the band deemed to most closely resemble the position until the committee has had the opportunity to rate the position. The evaluation/rating process shall follow the process outlined above when rating new positions.

The committee shall similarly follow the same process whenever substantive changes are made to a position's job description. All revised job descriptions shall be forwarded by the Employer to the committee for review and evaluation as necessary and appropriate.

The committee may, from time to time, refer to outside organizations and resources in order to consider external comparators, generally remain informed on current trends, and complete its work.

The assessment tool utilized for rating positions will be reviewed on an annual basis by the committee and revised as necessary.


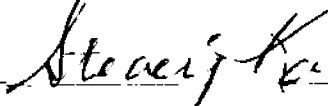
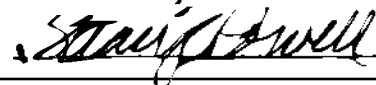
**Review and Revision of Terms of Reference**



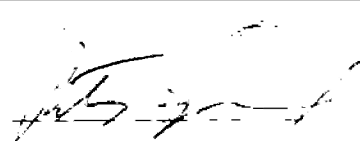

The committee will review and revise the terms of reference on an annual basis at minimum.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.



## LETTER OF AGREEMENT

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** Joint Staff Education Committee  
Terms of Reference

### Purpose

The central role of Community Living Kingston and District's Joint Staff Education Committee is to manage the financial resources of the Joint Staff Education Training Fund. At the same time, while it is recognized that the employer has overall responsibility for staff development through training, the JSEC will work closely with the employer to identify needs and opportunities for Association staff members.

### 1.0 Composition

- 1.1 The Committee shall be comprised of four members. Two members will represent the union, CUPE Local 2635, and two members from management will represent the employer.
- 1.2 Union members shall be selected by the membership of CUPE Local 2635 in accordance with the bylaws of the Union. Non-Union members shall be selected by the Executive Director, or their delegate.

### 2.0 Functions of the Committee

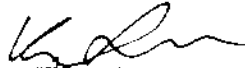
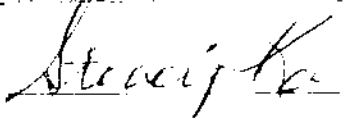

- 2.1 Community Living Kingston and District maintains a separate ledger and set of accounting records for all transactions relating to the JSEC staff training fund. This fund receives contributions of 2.5 cents per hour worked by each employee and these contributions are in turn matched by the employer. The JSEC maintains a data base listing training events attended by employees for which the committee has approved expenses.
- 2.2 The JSEC reviews requests for training expenses from all employees who have made application to the committee. The fund is intended to finance training for which funding from other sources is not available. The committee has the authority to make decisions about whether or not expenses associated with any given training event are approved. It is important to note that decisions about whether or not a staff member's time is approved to attend a training event is made solely by the employer, delegated to program Managers.
- 2.3 In consultation with the Director of Human Resources, the JSEC promotes training events that may be of interest to employees and distributes relevant materials through combobox. Where this is the case, the committee may also set a submission deadline. In addition, the committee may make recommendations to the employer concerning training initiatives it considers to be important.

- 2.4 The JSEC is responsible for notifying employees who apply for expenses associated with training events of decisions made by the committee. In situations where expenses are not approved, or only partially approved, the committee will provide the affected employees with an explanation of the decision that was reached.
- 2.5 The JSEC via a selected member, will ensure training participants are registered for conferences and that other approved expenses are provided to attending employees at the appropriate time.
- 2.6 The JSEC will endeavor to ensure that training participants complete an evaluation form for the training event they have attended and that copies of paper materials provided to training participants at training events are returned to the committee for review and possible distribution to other employees who have attended an approved training event provide verbal feedback to the committee and/or other CLKD employees after the event.
- 3.0 Application and Payment Process
- 3.1 Where an individual staff member becomes aware of a training event they may wish to attend, they may fill out the *Joint Staff Education Committee Application Form*. This form shall be sent to their Coordinator, who will sign it only to indicate that they have received it, before forwarding it to the program Manager. The program Manager will determine whether or not they are prepared to compensate the staff for their time to attend the event. The committee shall then review the application and render a decision (though it may return the application to the staff for more information before making a decision). Prior to confirming an approved application with the staff member, the scheduling department shall be consulted to ensure that they can secure the time away for the staff member.
- 3.2 Where the committee receives multiple applications for the same event, it may choose to review all of the applications at one time and make decisions on the number of approvals accordingly. The committee may choose to determine which applicant(s) are approved or denied, or may choose to ask the employer to advise on this determination.
- 3.3 On occasion, a supervisory-level staff may make a request for funds to be freed up for a group training event. In such cases, they will be asked to specify how many staff will be trained. In such cases, the committees will leave it to the employer to determine which staff to send to training, though it reserves the right to make recommendations.
- 3.4 Upon the approval of funds for an event, a designated member of the committee will make arrangements for funds to be immediately transferred from the JSEC account to the applicable program budget. The intent of this action is to ensure that an accurate fund balance is always available.
- 4.0 Meetings, Minutes and Agenda
- 4.1 The Committee shall meet at least once every three months.
- 4.2 Because most submissions to the committee are time-sensitive, a designated member of the committee will distribute applications to the other members via combox so that they can be considered in an efficient manner.

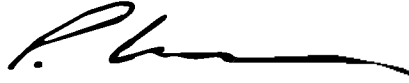

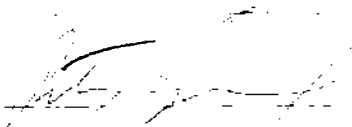

- 4.3 In order to proceed with the business of the Committee, a quorum of members must be present. A quorum shall be defined as at least three-quarters of the Committee (three members)
- 4.4 The Minutes of all meetings shall be stored in the Human Resources Office and distributed via combox.
- 4.5 As soon as possible after the last meeting, but at least one week prior to the next meeting being called to order, each member shall receive a copy of the agenda of the next meeting.
- 4.6 All matters raised at Committee meetings shall be dealt with on the basis of consensus, if possible. However, a majority vote of three of four members shall be the standard to pass all application approvals and other voting matter, except where one member abstains from the voting, in which case a majority vote of two out of three shall be sufficient.
- 4.7 Committee members shall abstain from any vote on a training event to which they have applied.
- 4.8 In considering applications, the JSEC will consider a number of factors including, but not limited to:
- The relevance of the event to the applicant's everyday work;
  - The events's potential to assist the applicant to hone existing skills and broaden their skills further;
  - The frequency with which the staff member has applied to the fund; it is recognized that the fund should provide an opportunity for many staff to attend training;
  - The cost of the event;
  - The commitment of the applicant to the organization;
  - The balance of the fund at the time to the application;
  - Previous feedback provided about the event or the person/entity staging the event;
  - It is recognized that the fund is primarily designed for education through workshops, seminars, and conferences. The intent of the fund is not to further post-secondary education for employees. With that having been said, academic courses may be considered in rare instances and where the applicant makes a compelling case that key skills or knowledge cannot be easily acquired through another means.
  - The committee will place value on events that have the ability to provide training to many staff at a reasonable price point;
- 5.0 General
- 5.1 As a general rule, when approving travel expenses, the JSEC will approve cheapest transportation option possible, which may include bus, train, personal vehicles, or rental cars.
- 5.2 Staff members for whom training expenses are denied by the JSEC may appeal the committee's decision and ask that the matter be reconsidered, except in circumstances where the denial was made solely on the basis of a shortage or rationing of committee funds. All appeals must be in writing and addressed to the Joint Staff Education Committee.
- 5.3 Records of all applications and subsequent decisions shall be kept for a period of seven years, at which point they will be destroyed.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

  
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SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

  
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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.

COMMUNITY  
Kingston and District



541 Days Rd, Unit 6  
KINGSTON, ON K7M 3R8  
TEL: 613-546-6613  
FAX: 613-546-0436

**LETTER OF AGREEMENT**

**Between:** Community Living Kingston & District and CUPE Local 2635


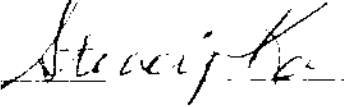

**Subject:** Establishment of Schedules



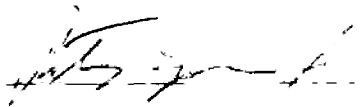
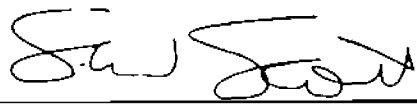
The employer agrees to meet with the Union to discuss the recommendations from the staff scheduling working group, prior to implementation. The parties further agree to hear and attempt to resolve any issues that may arise.

SIGNED at Kingston, this 31st day of August, 2023.

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EMPLOYEES AND ITS LOCAL 2635

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COMMUNITY LIVING KINGSTON  
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**LETTER OF UNDERSTANDING**

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** Workload Committee


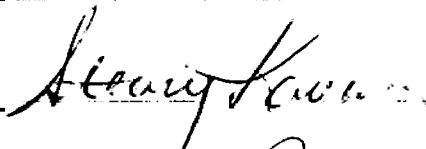

It is understood that the Joint Workload Committee will meet every 6 months, or more frequently as needed. The first meeting will occur no less than 90 days post ratification of this agreement.

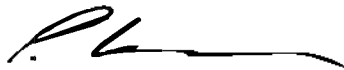

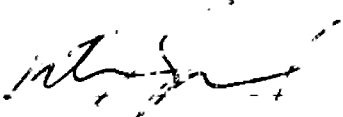

It is further understood that the primary function of the committee is to make recommendations to the executive director on ways and means to address global workload issues related to bargaining unit employees.

SIGNED at Kingston, this 31st day of August, 2023.

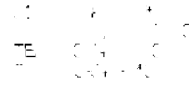
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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.



**LETTER OF UNDERSTANDING**

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** Central Bargaining Table

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 to participate and support a Central Bargaining Table for all CUPE Developmental Service Agencies in Ontario.

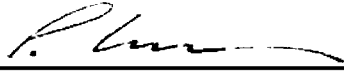
Furthermore, the employer will contact its respective employer association(s) with the request that they work jointly with CUPE to pursue this goal and to gain the support and resources of MCCSS.

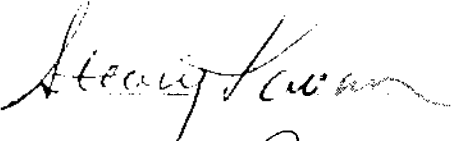
SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.

COMMUNITY  
Kingston and District



**LETTER OF UNDERSTANDING**

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** Risk Evaluation

The parties agree that a joint risk evaluation will take place prior to the opening of any new locations, or programs.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
AND DISTRICT

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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.



**LETTER OF UNDERSTANDING**

**Between:** Community Living Kingston & District and CUPE Local 2635

**Subject:** RRSP Program

The parties agree to the following:

1. For the period of April 1, 2023 and March 31, 2024, the current RRSP program will continue as per Article 25.04 of the Collective Agreement.
2. Effective April 1, 2024, the RRSP program will cease and the contributions from the parties will be remitted to the Multi Sector Pension Plan.
3. As of April 1, 2024, any language in the Collective Agreement mentioning the RRSP shall be void and be replaced with Article 37 - Pension Plan.

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

1. (a) "Plan" means the Multi-Sector Pension Plan;
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - (i) The straight time component of hours worked on a holiday; and
  - (ii) Holiday pay, for the hours not worked; and
  - (iii) Vacation pay; and
  - (vi) Sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payments for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
  - (v) \_\_\_\_\_;

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

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed their probationary period of employment with the employer. If an employee's probation is extended beyond the 4 month period it is understood that they will not become eligible until completing the extended period.

2. Commencing March 31, 2024 each Eligible Employee shall contribute for each pay period an amount equal to 5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 5% of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 37.01 (4) of the agreement include:

(a) To be Provided at Plan Commencement

Date of Hire;

Date of Birth;

Social Insurance Number;

Date of First Contribution;

Seniority List to include hours from date of hire to Employer's fund entry date

Gender.

(b) To be Provided with each Remittance

Name;

Social Insurance Number;

Monthly Remittance;

Pensionable Earnings; Year

to date contributions;

Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

Full Address;

Termination date where applicable (MM/DD/YY)

Marital status, and any change to marital status; Date of death (if applicable)

(d) To be Provided Annually but no later than December 31

Current complete address listing for all Eligible Employees;

Period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

Period(s) of lay-off, while subject to recall;

Period(s) of absence for pregnancy or parental leave;

Period(s) of strike or lockout;

Other leaves of absence;

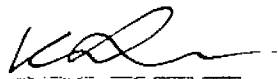
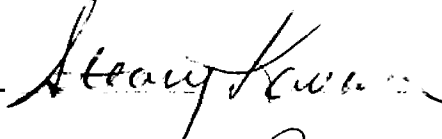

Hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

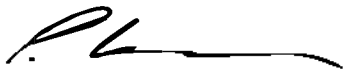

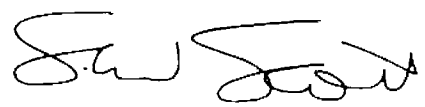
5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

SIGNED at Kingston, this 31st day of August, 2023.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2635

SIGNED ON BEHALF OF THE  
COMMUNITY LIVING KINGSTON  
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**Our Goal:** That people with intellectual disabilities have every opportunity to participate fully in our community with dignity and independence.

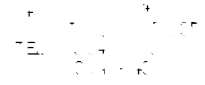


**CLASSIFICATION STRUCTURE & SALARY GRID - APRIL 1, 2023**

POSITION	FT	START				
<b>Coordinator</b>	AS	\$63,956.76				
	PP	\$2,452.80				
	HR	\$30.66				
<b>Resource Consultant Behaviour Therapist</b>	AS	\$59,409.28				
	PP	\$2,278.40				
	HR	\$28.48				
<b>Residential Facilitator Employment Facilitator Community Facilitator Community Support Worker Family Support Worker Home Facilitator</b>	AS	\$57,552.74				
	PP	\$2,207.20				
	HR	\$27.59				
		<b>START</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Driver/Delivery Direct Support Professional Maintenance Technician</b>	AS	\$48,249.18	\$49,333.90	\$50,543.78	\$51,711.94	\$52,942.68
	PP	\$1,850.40	\$1,892.00	\$1,938.40	\$1,983.20	\$2,030.40
	HR	\$23.13	\$23.65	\$24.23	\$24.79	\$25.38
<b>Overnight Aide - Asleep</b>	AS	\$46,330.06	\$47,393.92	\$48,582.94	\$49,709.38	\$50,919.26
	PP	\$1,776.80	\$1,817.60	\$1,863.20	\$1,906.40	\$1,952.80
	HR	\$22.21	\$22.72	\$23.29	\$23.83	\$24.41
	PT	<b>Start</b>	<b>1650 hours</b>	<b>3300 hours</b>	<b>4950 hours</b>	<b>6600 hours</b>
LEGEND: FT= Full-time employee PT= Part-time employee AS = annual salary PP= per pay amount HR= Hourly rate of pay						

Premiums:

1. Employees working awake-overnight shifts receive a \$1.80 per hour shift premium for each awake- hour worked. Home Facilitators working awake overnight hours receive a \$3.50 per hour shift premium.
2. Employees working at Kwik-Shred receive a shift premium of \$1.01 per hour for each hour worked.
3. Employees working on a Saturday or Sunday with a shift starting no earlier than 5:00am and a shift ending no later than 11pm receive a premium of \$1.00 per hour for each hour worked.
4. Employees assigned by the employer to perform the duties of a position in a higher paying classification band will receive a premium in the form of the hourly rate of pay differential between their current rate of pay and the applicable rate of pay of the position in the higher classification band, in accordance with grid steps.



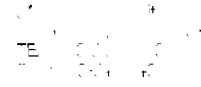
**CLASSIFICATION STRUCTURE & SALARY GRID - APRIL 1, 2024**

POSITION	FT	START				
<b>Coordinator</b>	AS	\$65,229.22				
	PP	\$2,501.60				
	HR	\$31.27				
<b>Resource Consultant Behaviour Therapist</b>	AS	\$60,598.30				
	PP	\$2,324.00				
	HR	\$29.05				
<b>Residential Facilitator Employment Facilitator Community Facilitator Community Support Worker Family Support Worker Home Facilitator</b>	AS	\$58,700.04				
	PP	\$2,251.20				
	HR	\$28.14				
		<b>START</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Driver/Delivery Direct Support Professional Maintenance Technician</b>	AS	\$ 49,208.74	\$ 50,314.32	\$ 51,545.06	\$ 52,734.08	\$ 54,006.54
	PP	\$1,887.20	\$ 1,929.60	\$1,976.80	\$2,022.40	\$ 2,071.20
	HR	\$23.59	\$24.12	\$24.71	\$25.28	\$25.89
<b>Overnight Aide - Asleep</b>	AS	\$ 47,247.90	\$ 48,332.62	\$ 49,542.50	\$ 50,710.66	\$ 51,941.40
	PP	\$ 1,812.00	\$ 1,853.60	\$ 1,900.00	\$ 1,944.80	\$ 1,992.00
	HR	\$22.65	\$23.17	\$23.75	\$24.31	\$24.90
	PT	<b>Start</b>	<b>1650 hours</b>	<b>3300 hours</b>	<b>4950 hours</b>	<b>6600 hours</b>

LEGEND: FT= Full-time employee PT= Part-time employee AS= annual salary PP= per pay amount HR= Hourly rate of pay

Premiums:

1. Employees working awake-overnight shifts receive a \$1.80 per hour shift premium for each awake- hour worked. Home Facilitators working awake overnight hours receive a \$3.50 per hour shift premium.
2. Employees working at Kwik-Shred receive a shift premium of \$1.01 per hour for each hour worked.
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**CLASSIFICATION STRUCTURE & SALARY GRID – APRIL 1, 2025**

POSITION	FT	START				
<b>Coordinator</b>	AS	\$65,896.74				
	PP	\$2,527.20				
	HR	\$31.59				
<b>Resource Consultant Behaviour Therapist</b>	AS	\$61,203.24				
	PP	\$2,347.20				
	HR	\$29.34				
<b>Residential Facilitator Employment Facilitator Community Facilitator Community Support Worker Family Support Worker Home Facilitator</b>	AS	\$59,284.12				
	PP	\$2,273.60				
	HR	\$28.42				
		<b>START</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Driver/Delivery Direct Support Professional Maintenance Technician</b>	AS	\$49,709.38	\$50,814.96	\$52,066.56	\$53,255.58	\$54,548.90
	PP	\$1,906.40	\$1,948.80	\$1,996.80	\$2,042.40	\$2,092.00
	HR	\$23.83	\$24.36	\$24.96	\$25.53	\$26.15
<b>Overnight Aide - Asleep</b>	AS	\$47,727.68	\$48,812.40	\$50,043.14	\$51,211.30	\$52,462.90
	PP	\$1,830.40	\$1,872.00	\$1,919.20	\$1,964.00	\$2,012.00
	HR	\$22.88	\$23.40	\$23.99	\$24.55	\$25.15
	PT	<b>Start</b>	<b>1650 hours</b>	<b>3300 hours</b>	<b>4950 hours</b>	<b>6600 hours</b>

LEGEND: FT= Full-time employee PT= Part-time employee AS= annual salary PP= per pay amount HR= Hourly rate of pay

**Premiums:**

1. Employees working awake-overnight shifts receive a \$1.80 per hour shift premium for each awake- hour worked. Home Facilitators working awake overnight hours receive a \$3.50 per hour shift premium.
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