

COLLECTIVE AGREEMENT

BETWEEN

CAUSEWAY WORK CENTRE

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3826-01**

Expiry March 31, 2024

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ARTICLE 1 - PURPOSE

1.01 In order to best realize the mission of the Causeway Work Centre, the general purpose of this agreement is to promote the mutual interests of the Causeway Work Centre and its staff, to provide for an orderly collective bargaining relationship, the prompt disposition of grievances and the efficient operation of the Causeway Work Centre.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Causeway Work Centre (the agency) and the direction of employees are the exclusive right of the management. Without restricting in any manner the foregoing, the Union further acknowledges that the management has exclusive rights to:

- a) Maintain order, discipline and efficiency.
- b) Hire, promote, demote, transfer, layoff, recall, reprimand, suspend or discharge employees, provided that any employee other than a probationary employee, who claims that they have been reprimanded, suspended or discharged without just cause, shall have recourse to the grievance procedure.
- c) To make, enforce and alter from time to time, policies, procedures and reasonable rules regarding the operation of the agency and/or the conduct of the employees.
- d) To determine the nature and kind of business to be conducted by the agency, and to assign work and establish the method of operation, hours of work, schedules of work, and all other normal prerogatives of management, except as modified by specific language in the collective agreement.
- e) It is agreed that probationary employees may, however, grieve their discharge if their claim is that they have been released due to their enforcing or attempting to enforce their rights under the collective agreement. In such case, the Board of Arbitration shall adopt a lower standard of proof of just cause in the light of the employee's lack of service.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** The Agency is committed to providing a respectful working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in any Agency workplace. The harassment of any employee constitutes serious misconduct and will be subject to disciplinary measures.
- 3.02** The Agency shall maintain a policy on Harassment in the workplace in accordance with the Ontario Human Rights Code, and the Occupational Health and Safety Act. Any violation of this policy as of the date of ratification will be considered a violation of this Collective Agreement.
- 3.03** The Employer and the Union agree that there shall be no discrimination or harassment against any employee on the basis enumerated in the Ontario Human Rights Code, as amended from time to time, specifically by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status and member of dependents, disability.
- 3.04** In any complaint involving a claim of harassment under this policy, either raised by or against a member of the Union, the affected employee(s) whether complainant or respondent, shall be advised to their right to have a Union Steward or their designate to meet with them at all steps of the investigation procedure. Anyone involved in a complaint of harassment is required to maintain strict confidentiality with regard to the investigation of the matter. Only those on a "need to Know" basis will be provided information with regards to a complaint. Final reports of any investigations will be shared with the Union's designated Representative.
- 3.05** The Employer, or their delegate, will notify the President of the Local of any reported cases of harassment of a Union member.

ARTICLE 4 - NO OTHER AGREEMENTS

- 4.01** No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this agreement.

ARTICLE 5 - DEFINITIONS

5.01 Bargaining Unit Description

The Employer recognizes CUPE and its Local 3826.01 as the sole and exclusive collective bargaining agent for **all employees of Causeway Work Centre employed in the City of Ottawa, save and except:**

- **Team Leaders and persons above the rank of Team Leader;**
- **Coordinators;**
- **Office, clerical and administrative staff;**
- **Causeway clients who are employed by Causeway including those who work in its Social Enterprises and further including those who are Team Leads in the Social Enterprises;**
- **Summer Students;**
- **Rise Business Advisors; and**
- **Temporary employees hired for special projects.**

The Social enterprises are Krackers Katering, Good Nature Groundskeeping, Cycle Salvation, Causeway Commercial Cleaning, and any new enterprise of a similar nature.

Notwithstanding the above, the following positions shall be included in the bargaining unit: Social Enterprise Supervisor, Wellness Center Coordinator and Needle Hunters Coordinator.

5.02 Days or Working Days for the purpose of any time limits in this agreement, shall exclude Saturdays, Sundays and Paid Holidays.

5.03 For the purpose of this agreement:

- a) Agency or Employer shall mean Causeway Work Centre.
- b) Employee shall mean the definition outlined in Article 5.01 who is represented by the Union.

- c) Union shall mean the Canadian Union of Public Employees and its Local 3826-01
- d) Regular/Permanent Employee is an employee who is regularly scheduled to work full time hours. I.e. 35 hours.
- e) A part time employee who is scheduled to work less than full time hours on a regular basis.
- f) Staff members where used in this agreement, refer to bargaining unit members of the agency.
- g) Clients who are hired to work for the agency shall not be Union members.
- h) A grievance shall be defined as any difference arising out of the application, interpretation, administration, or alleged violation of the collective agreement.
- i) Policy grievance is a grievance that impacts on the entire bargaining unit and cannot be filed by an individual or a group of employees.
- j) Group grievance is a grievance where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately.
- k) A Pay Period is fourteen calendar days commencing at 12:01 am Saturday and finishing at 12:00 pm on the second Friday, fourteen days later.
- l) Local shall mean Local 3826.01 of the Canadian Union of Public Employees.

ARTICLE 6 - UNION MEMBERSHIP

6.01 Union Membership

- a) Within thirty (30) days of employment, all employees as described in article 5.01 of the Employer shall, as a condition of employment become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members with fifteen (15) days notice in writing of any changes.

- b) The Agency and the Union also agree that there will be no intimidation, discrimination, interference, restraint, coercion or influence exerted or practised by either of them or by way of their representatives or members because of any Employee's membership in the Union, or because of the Employee's activity or lack of activity in the Union.

6.02 New Employees

The Employer agrees to acquaint the employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and the dues check off.

6.03 Copies of the Agreement

On commencing employment, the employee's immediate supervisor shall introduce the employee to their Union steward or representative. During orientation the Employer will provide him with a copy of the collective agreement.

6.04 Interviewing Opportunity

A representative of the Union shall be given the opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of 15 minutes during the first month of employment.

The Union and the Employer desire every Unionized employee to be familiar with the provisions of this agreement and their rights under it. For this reason, the Employer shall print copies of the agreement for each employee covered by the agreement.

6.05 Orientation

Each employee shall, before assuming substantially new or expanded responsibilities for an extended period of time, be provided with an orientation and an orientation package designed by the individual program in which the employee will be working. This shall be during the employee's regular hours of work.

ARTICLE 7 - CORRESPONDENCE

- 7.01** All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Executive Director or designate and the President of the Union or their designate.

ARTICLE 8 - CHECK OFF OF UNION DUES

8.01 Deductions

Deductions shall be made by the Employer from each pay and shall be forwarded once a month to the National Secretary-Treasurer of the Union not later than the 10th of the following month, accompanied by a list of names, addresses and classifications of the employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees with a copy to the Local Treasurer.

- 8.02** The Employer shall deduct from the salary of all employees in the bargaining unit a sum equal to the regular monthly dues to the Union, together with initiation fees or other assessment levied by the Union.

8.03 Dues Receipts

At the same time the Income Tax (T4) slips are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.

The Union will advise the agency in writing of any change in their dues structures, with enough notice (2 weeks) so that the agency can amend the employees' payroll deductions to accommodate the wishes of the Union in this regard.

In consideration of the deducting and forwarding of any Union dues in accordance with the above, the Union agrees to indemnify and save the agency harmless from any claim or liability arising out of, or resulting from the operation of this clause.

ARTICLE 9 - INFORMATION TO THE UNION

9.01 The Employer will advise the Union of any changes in legislation that they are aware of that management believes will impact on employees within the bargaining unit as the agency becomes aware of them.

The Employer will, on request, provide copies of the audited financial statements of the agency, to the Union, after review by the Board and approval of the statements at the Annual General Meeting.

Approved General Board minutes will be edited of information of a confidential and/or in camera nature and thereafter will, on request, be provided to the Union.

The agency will provide the Union with details of staffing for all:

a) Bargaining unit staff positions

The Union will supply the Employer with the names of its' representatives, likewise, the Employer shall provide the Union with the names of its' supervisory personnel with whom the Union may be required to transact business.

9.02 Pay Days

Should there be a requirement to change the payroll schedule, the issue will be discussed with staff, and the Union at least two weeks in advance of any such change.

9.03 The Employer shall make available to the Union, on request, information required by the Union such as bargaining unit job description, bargaining unit wage rates, a breakdown of point ratings and job evaluations for bargaining unit employees and, financial and actuarial information relating to pension and welfare plans as it is readily available.

ARTICLE 10 - UNION OFFICERS AND STEWARDS

10.01 Union officers and stewards have as their primary duty, to fulfill the requirements of their jobs with the agency. However, they shall be entitled to leave their work area in order to carry out their Union duties under this agreement, provided that they first receive

permission from their manager or their designate. Such permission shall not be unreasonably withheld. Such time spent investigating and processing grievances, up to and including mediation, during the employees' regular working hours shall not result in loss of regular pay.

The Local agrees that its' officers, agents, representatives, stewards and members will not engage in Union activity during working hours on agency property, except as authorized by this agreement or when the Employer or their designate has given permission. Such permission will not be unreasonably denied.

10.02 Time Off for Meetings

The designated employee representative(s) of the Local on the Bargaining Committee, Health and Safety Committee or any other joint Labour-Management Committee shall suffer no loss of regular earnings when attending those joint committee meetings held during regular working hours. As far as is practicable, meetings will be held during the scheduled hours of the employees participating.

10.03 CUPE Representative

Upon notification to the Executive Director or their designate, the Local shall have the right to the assistance of a CUPE National Representative who shall have access to the agency premises in order to investigate or to assist in the negotiations of a dispute, or collective bargaining, provided that this does not interfere with the efficient operation of the agency.

10.04 Union Meetings on the Job

The Union agrees that there will be no Union meeting or activity on the Employer's premises except as specified in this agreement or as specifically approved by the Employer. Such approval shall not be unreasonably withheld.

The Employer shall allow the Union to sponsor educational functions such as seminars, workshops and lectures which may be held on the Employer's premises during the employees' lunch period or after the end of the regular day. In all such cases, such programs or meetings shall be subject to the prior approval of the Executive Director or designate and the availability of space and staffing coverage. Such approval shall not be unreasonably withheld.

10.05 Rights, Responsibilities and Duties of Stewards

In order to provide for an orderly and speedy procedure for the settling of grievances, the parties acknowledge the rights and responsibilities of Union stewards.

Stewards may assist an employee in preparing and presenting their grievance. The Union recognizes that each steward has, as an employee of the agency, a responsibility to perform their duties for the agency. Stewards will not leave their duties during working hours to attend grievance issues without the agreement of their supervisor. Such agreement will not be unreasonably withheld. Prior to entering another work area to discuss matters relating to a grievance, the stewards will receive the agreement of the supervisor of that area.

Stewards involved in grievance up to but not including arbitration meetings with management during normal working hours shall suffer no loss of regular pay or benefits.

The agency shall recognize a total of 3 employees, including the President of the Local, who shall act as stewards.

10.06 Stewards

The Union shall notify the Employer in writing of the name of each steward before the Employer shall be required to recognize him.

10.07 Right to Have a Steward Present

The authority to suspend, discharge or otherwise discipline an employee rests with management. An employee who has completed their probationary period may be disciplined, suspended or discharged, but only for just cause. When the Employer has completed its investigation and decided to discipline an employee the Employer shall have a meeting with the Employee. Prior to delivering the written reprimand, suspension or discharge, management will advise the employee that they have the right to have a steward present. The parties understand that the purpose for the attendance of the steward at the meeting is to advise and support the employee.

10.08 Where a supervisor intends to interview an employee where a complaint has been made they will inform the employee of the purpose of the meeting. Where a supervisor is interviewing an employee and at the point where discipline is recognized as being

the possible outcome of the interview the Employer shall stop the meeting. The Employer shall then inform the employee that they have the right to have a steward accompany them for the remainder of the interview.

A Steward or Local Officer may have the right to consult with a CUPE staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 All time limits are mandatory but may be waived/amended on written agreement of the parties.

Verbal Stage – Step 1

It is recognized that an employee has no grievance until they have discussed the matter with their immediate supervisor and given the agency an opportunity to resolve the dispute. Therefore, within 10 working days of the event that gave rise to the matter occurring, or of when the event ought reasonably to have come to his/her/their attention, the employee will discuss the matter with their immediate supervisor so that the immediate supervisor can attempt to resolve the matter.

The immediate supervisor will respond within 7 working days of the complaint being raised.

Step 2

Failing satisfactory settlement at Step 1, with 7 working days of the supervisor's reply, the steward may submit the grievance to the Executive Director or designate. A meeting will be held within 7 working days and the Executive Director or designate will respond within 7 working days of the grievance being submitted to him/her and/or of said meeting.

The Executive Director or designate will issue their decision within 7 working days.

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the Union will file the grievance at Step 2.

Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the immediate supervisor or their designee within fourteen (14) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of Article 11 shall then apply with respect to the processing of such grievance.

Failing satisfactory settlement the grievance may then be processed through to Arbitration as per Article 13.

11.02 Replies to a Grievance

All replies to a written grievance shall be in writing.

11.03 Facilities for Grievance

The Employer shall supply the necessary facilities for joint grievance meetings.

ARTICLE 12 - PERSONNEL RECORDS

12.01 Record of Discipline

A Unionized employee shall have the right to review any part of their personnel records, in the presence of designated personnel staff and to receive a copy of any such documents on their file. All such requests shall be arranged by appointment with the Executive Director or designate within 24 hours of request, weekends and paid holidays excluded.

12.02 The record of formal discipline of an employee shall not be referred to in assessing further discipline after twenty-four (24) months.

A copy of any such letter of reprimand, suspension or discharge will be given to the employee in the presence of the Local President or their designate within five (5) working days of the issuance of such discipline.

ARTICLE 13 - ARBITRATION

13.01

- a) Failing settlement of a grievance under the foregoing procedure, a grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) working days of the response at Step 3 above, the grievance shall be deemed to be abandoned.
- b) The party making the request for arbitration shall provide their nominee's name and address within the above noted fifteen (15) working days. The other party shall reply within 14 working days with the name of their nominee. The nominees shall select a mutually agreeable chairperson.
- c) If either party fails to appoint a nominee or if the nominees are unable to agree upon a chairperson, the Ministry of Labour shall be asked to appoint the absent nominee and/or chairperson.
- d) Each party to this agreement shall pay their appointee/nominee to the Board and the costs of the chairperson shall be equally divided between the parties.
- e) The Board of Arbitration shall not have the authority to alter or amend any provisions in the collective agreement, or to substitute any new provisions or to give any award contrary to the expressed intent of this agreement. However the Board shall have the power to dispose of a discharge on a discipline grievance by any arrangement which it deems just and equitable.
- f) The decision of the majority shall be final and binding upon the parties. In the event there is no majority, the Chairman's decision shall rule.
- g) Either party may apply for expedited arbitration under Section 49 of the Ontario Labour Relations Act.
- h) Any and all time limits referred to under the arbitration procedures herein may at any time be extended by written agreement between the Employer and the Union.
- i) When the parties mutually agree, grievances which have been properly processed through all of the requisite steps of the Grievance Procedure within the prescribed time limits may be submitted to a single arbitrator. Where such mutual agreement

does not exist, grievances shall be submitted to a Board of Arbitration.

ARTICLE 14 - PROBATION

14.01

- a) The purpose of the probationary period is to determine the new employee's skill in performing their duties and ability to the working environment.
- b) It is agreed by the parties that probationary employees may be released from service solely at management's discretion and do not have recourse to the grievance and arbitration provisions of this agreement. Notwithstanding the above, probationary employees do have the right to grieve if the purpose of their discharge was discriminatory, bad faith, a violation of the Human Rights Code or for exercising their rights under the Collective Agreement.
- c) Each new regular employee shall be on probation for a period of 80 (7 hour) days of actual work or equivalent (560 hours) since the day of last hire in the bargaining unit.
- d) Probationary employees shall be entitled to all the benefits of the collective agreement except as specifically noted herein. Probationary employees are not allowed to accumulate seniority until they have successfully completed their probationary period but having done so, will have their seniority backdated to date of last hire in the bargaining unit.
- e) The probationary period may be extended by written agreement between the Executive Director and the Union and with written notice to the affected employee. Such agreement of the Union shall not be unreasonably withheld. Any extension agreed to will be in writing and will specify the length of the extension.
- f) No employee shall serve more than one (1) probationary period.

ARTICLE 15 - JOB POSTING

15.01

- a) When the agency has a bargaining unit vacancy that must be filled, or they create a new position within the bargaining unit, such job(s) shall be posted within the agency and externally simultaneously. All

bargaining unit members shall be advised by email of any such vacancies and all internal applicants for new or vacant positions will be given first consideration and must be disqualified for the position before outside applicants may be solicited or considered.

- b) The parties recognize that in order to provide the best possible service to clients, selection will be made of the most qualified applicant, based on the applicants' skill, ability, qualifications, education and professional work experience for the position.
- c) Where these factors are relatively equal amongst the employees considered for the position, bargaining unit seniority shall govern, provided that the successful candidate, if any, is able to perform the available work.
- d) New employees or employees who have successfully bid into a position within the last 12 months may apply but need not be considered for other postings.
- e) Where the qualifications of employees are relatively equal for a position, preference may be given to those who are bilingual.
- f) An employee who is on an Approved Leave of Absence may apply, in writing, for any position that may arise during their absence and be considered for the position as long as their absence does not impact on the agency's ability to fill the position.

15.02 Information on Postings

Such notice shall be posted for five (5) working days (excluding paid holidays and weekends) and shall contain at least the following information: the title, the nature of the position, qualifications (knowledge, education, skills, etc.), hours of work (which are subject to change as required by the agency), salary, salary range (should one exist) and starting date.

Should the agency create a new bargaining unit position, or should there be a substantial change in the duties of the bargaining unit position, such that it becomes a new classification, the Employer may establish a rate of pay for such a position based on other jobs within the bargaining unit. The Union will be provided with the rationale for this rate. Such rationale shall include the new or changed job title, a draft of the job description, the rate and/or rate range.

If the Union disagrees with the rate of pay established they are to explain their rationale.

If the Union and the Employer are unable to agree, the matter may be processed through the grievance procedure starting at Step 2. The arbitrator shall establish a rate of pay based on other rates of pay for jobs within the bargaining unit. If it is established that a higher salary level is appropriate, the new salary shall be retroactive to the date the position was submitted for review.

15.03 Job Descriptions

The Employer agrees to provide job descriptions for all job classifications in the bargaining unit. The job description will identify the position title, a summary of the duties, qualifications, both professional and academic, skills, wage or salary rate or range.

Proposed significant revision to the job descriptions shall be presented to the Union for consultation.

The Union shall have the right to grieve at Step 1 of the Grievance and Arbitration Procedures for any dispute involving job descriptions.

ARTICLE 16 - CALCULATION OF SENIORITY

16.01

- a) Seniority for current Bargaining unit employees shall be calculated based on employees hours of work since date of last hire. "Hours of Work" shall include all approved absences unless otherwise specified in this agreement.
- b) For employees hired after July 21, 1993, seniority shall be calculated as above based on the employees days of work in the bargaining unit since date of last hire.
- c) Seniority shall operate on a bargaining unit wide basis.
- d) Service will be retained but not accumulated when an employee is on an approved leave of absence in excess of thirty calendar days unless otherwise specified in this agreement. For clarification, service refers to accrual for vacation credits, qualification for stat holidays and qualification for benefit premium

payments/participation in benefit plans, including sick leave plans where applicable.

Seniority will be retained but not accumulated when an employee is on an approved leave of absence in excess of thirty calendar days unless otherwise specified in this agreement. For clarification, seniority is a factor in such matters as job bids, lay off and recall and vacation preference.

Notwithstanding the above, seniority shall continue to accrue during pregnancy and parental leave in accordance with the ESA.

An employee who is unable to perform all duties of their position due to an occupational illness or accident covered by WSIB legislation shall have their seniority continued to accrue for up to, twenty four (24) months where legislation requires the accrual of service credits during such leave the Employer shall comply. In addition, the agency will continue to pay their share of all employee benefit premiums to which the employee is entitled, other than LTD, for up to (when matched by the employee) eighteen (18) months.

16.02 Seniority List

A seniority list will be provided to the Union by March 31 of each year. Such list is to include the name of each employee, date of last hire in the bargaining unit and accumulated seniority.

16.03 Loss of Seniority

Employees shall lose their seniority and be deemed terminated from the agency if:

- They are discharged from the agency and that discharge is not overturned by an Arbitration.
- They are laid off and not recalled for a period of 24 months or their length of seniority, whichever is less.
- They terminate employment and do not revoke their termination, in writing, within one (1) working day (paid holidays and weekends excluded).
- They fail to return to work within ten (10) working days following a lay off and after being given notice by priority post to do so, unless through sickness or other reason accepted by the Employer.

16.04 Calculation of Service

A year of service for part time employees shall be 1820 hours of work. "Hours of Work" shall include all hours as noted in Article 16.01 (a). Part Time Employees will not accrue more than 1820 hours in any calendar year.

ARTICLE 17- TRIAL PERIOD

17.01 The successful employee shall be given a trial period of up to three months, during which time they will receive the necessary familiarization and position specific training for the position.

In the event the successful employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage, salary rate, without loss of seniority. Any other employee, hired, promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rates, without loss of seniority. New employees who have been hired as a result of such a promotion/transfer, may be released from service without recourse to the grievance procedure.

Temporary Employee may be hired to replace an employee who will be on an approved leave of absence, absence due to Workplace Safety & Insurance Board disability, sick leave, long-term disability or personal leave. Temporary employees are hired for the length of the leave of the person being replaced. The period of employment of such persons in such a position will not exceed the absentee's leave. The individual employed in this position shall be deemed to be on probation for the entire period of employment and release or discharge of such persons shall not be the subject of a grievance or arbitration, save and except where the temporary employee alleges that the termination was for reasons that would constitute a violation of the Ontario human Rights Code or the Labour Relations Act;

A temporary employee may also be hired for a special project, which will last no longer than 12 months. This time may be extended a further six (6) months on mutual agreement of the Union, and Employer. The Employer shall make every effort to inform the employee and the Union of such an extension as soon as reasonably possible. As per Article 5.01 employees in special

projects are excluded from the bargaining unit through their duration of their employment.

When the Employer approaches the Union at the 11th month mark and agreement to extend is not granted the Employer will post the job/position as permanent or cancel the position.

This Article would not preclude such temporary employees from using the job posting provision under the Collective Agreement. If the temporary employee is the successful applicant to a permanent position and completes their probation period following entry into a permanent position the employee will be credited with seniority from the date of hire as a temporary employee provided there has been no break in service longer than thirty (30) days between the end of the employment as a temporary employee and the start of employment as a permanent employee;

The Employer will outline to employees selected to fill such vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

ARTICLE 18 - LAYOFF

18.01

- a) A lay off for regular part time employees is defined as a reduction in hours as defined by the Employment Standards Act, or a removal from a position due to the elimination of a position because of reorganization and/or financial constraints.
- b) A layoff for regular full-time employees is defined as a reduction in the normal hours of work per day outlined in the Hours of Work Provision, Article 5.04 d) or a removal from a position due to the elimination of a position because of reorganization and/or financial constraints.
- c) Short term reductions of less than one week shall not be considered a lay off.
- d) In the event of lay off, employees and the President of the Local shall be given notice and/or pay in lieu of notice in accordance with the Employment Standards Act. Whenever possible additional notice will be provided.

- e) The parties agree to meet, if requested by either party, in order to examine alternative staffing options in order to avoid or minimize the impact of a lay off.
- f) Recognizing that job security should increase in accordance with the length of service, employee(s) affected will be allowed to displace the less senior employee provided that they are qualified and able to perform the available work in the remaining program(s)/areas at the time of the displacement with a five (5) day orientation period. Employees may not bump up. The issue of providing the least possible disruption to the client(s) shall be a consideration of significance in assessing where staff may exercise their rights in this clause.

g) **Role of Seniority in Lay Offs**

As applicable, probationary employees shall be laid off prior to any permanent employees.

h) **Bumping Rights (within bargaining unit)**

Employees in receipt of a notice of lay off shall have a period of 5 working days excluding weekends and paid holidays to advise the Employer, in writing of their application for positions for which they qualify and to which they are entitled by reason of seniority and ability to perform the job.

Employees who bump into a lower position, will be paid at a step in the salary schedule for the new position which is closest to their then current salary on such movement, with future increases initiated on their existing anniversary date.

Employees who bump into a position under this article shall have the right to reinstatement in their former position if it becomes available within six (6) months from the date of accepting the position. The job, in such instances, will not be posted unless the employee declines the opportunity of reinstatement. The employee shall be reinstated at the step the employee had attained in their former classification.

i) **Application for Vacant Positions**

Notwithstanding Article 18, an employee about to be laid off may choose to apply for a posted position pursuant to Article 15.01- Job Posting.

An employee may apply for a posted position any time during the period of notice of lay off prescribed in Article 18.01 d) and the Employer agrees to accept applications from such employees up until the decision to appoint is made.

If the employee is unsuccessful in obtaining a permanent position through the job posting procedure such employee may then exercise the right to bump a less senior employee providing the employee has advised the Employer in writing in accordance with Article 18.01 h).

j) **Recall by Seniority**

Employees shall be recalled for a job in order of seniority provided that they are qualified and have the ability to perform the duties of the position for which they are recalled.

Such offer shall be made by telephone or by registered mail and the employee shall respond by telephone or registered mail within 48 hours (weekends and paid holidays excluded).

k) **Recruitment During Lay Off**

No new employees will be hired until those laid off who have the required qualifications and the ability to perform the duties of the position have been given an opportunity for recall.

l) **Continuation of Benefits**

The Employer agrees to pay coverage for two (2) calendar months following the lay off for the following welfare benefits:

Life and Dependant Insurance – 100%

AD & D Insurance – 100%

Extended Health Care and Dental – 60%

m) **Grievance on Lay Offs**

Grievances concerning lay offs shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 19 - HOURS OF WORK

19.01

- a) The following clauses are intended to define the regular hours of operation but are not to be construed as a guarantee of hour of work per day or per week. The scheduled hours of operation of the agency are subject to change by the management of the agency.

- b) The core hours of the agency are currently 0800 to 16:00 Monday to Friday and evenings and weekends as required. If the core hours are to be changed, management will provide the Union with 30 working days' notice in writing (excluding weekends and paid holidays) unless due to the nature of the position, unexpected, or emergency situations this is not possible.

Due to the requirements of the agency to meet the needs of our clients, staff are required to provide service during the evening and/or weekends. Full time employees will normally be scheduled to work thirty-five (35) hours a week.

Distribution of such hours within the pay period will be determined by the employees' immediate supervisor according to the service requirements of the agency. This will normally be composed of 8 hours per day, including a one hour unpaid meal period and 2- 15 minute paid rest breaks (1 within each 3.5 hours of work).

- c) Any requests for alternative scheduling or schedule modifications will be brought to their supervisor. Such requests will not be unreasonably denied if they meet operational needs.

ARTICLE 20 - OVERTIME

20.01

- a) Hours worked in excess of thirty five (35) hours per week will be considered as overtime and will be compensated at time for time. All overtime must be approved in advance by the employee's immediate supervisor or designate. In an emergency, overtime may be authorized by the supervisor after the fact. Such authorization shall not be unreasonably withheld. Should overtime be worked in excess of forty two hours per week, it will be compensated for the rate of time and one half (1.5) times their regular hourly rate.

- b) Employees may accumulate compensatory time for overtime

worked to a maximum of thirty-five (35) hours in any six (6) month period. Such time is to be taken within the current fiscal year, by mutual agreement between the employee and the supervisor, or, if no agreement is possible, will be scheduled by the supervisor to meet the operational requirements of the agency.

- c) There shall be no pyramiding of overtime or other premium pay.

ARTICLE 21 - CONTRACTING OUT OF BARGAINING UNIT WORK

- 21.01** The agency shall not contract out bargaining unit work, nor shall managers perform work that is exclusively performed by bargaining unit members, if, as a result of such contracting out of bargaining unit work or management performing such bargaining unit work, regular full time or regular part time bargaining unit members are laid off or have their regular scheduled hours of work reduced.

ARTICLE 22 - ACTING PAY

- 22.01** When an employee or team or group of employees is assigned to fulfill the principal responsibility of a higher rated position within the bargaining unit for a period of five (5) consecutive working days, they or the group/team shall receive a premium equivalent to ten (10) per cent of the employee's regular hourly rate for all work performed. The additional compensation to be effective with the date of the assignment.

ARTICLE 23 - PAID HOLIDAYS

- 23.01** Permanent full-time and permanent part-time employees are entitled to the following fifteen (15) paid holidays.

Should the government declare any additional holidays(s) one (or more) of these days will be substituted for the additional holiday.

1. New Year's Day	8. Day of Truth and Reconciliation
2. Good Friday	9. Thanksgiving Day
3. Easter Monday	10. Christmas Day

4. Victoria Day	11. Boxing Day
5. Canada Day	12. Family Day
6. Civic Day	13. Employee's birthday or any other day to be taken either thirty (30) days before or thirty (30) days after the employee's birthday
7. Labour Day	Employees are granted the working days between Christmas and New Years off with pay

Part time employees will receive payment for these holidays on a pro-rata basis, based on their normal scheduled hours of work in a week.

If the holiday falls on a Saturday or Sunday, management shall declare the working day(s) in conjunction with the weekend as the holidays and shall advise the Local Union and post it.

If a paid holiday falls on an employee's vacation they shall be allowed an additional vacation day with pay at the employee's request as per Article 23.02.

23.02 Pay for Regularly Scheduled Work on Paid Holiday

An employee who is scheduled or called in to work on a paid holiday shall accrue compensatory time at the rate of one and one half (1.5) their regular rate of normal wages for the hours actually worked in addition to their regular day's pay for that holiday in accordance with article 23.01.

23.03 Full Time Employee

Compensation for Paid Holidays Falling on Scheduled Day Off
When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive a day's compensation or another scheduled day off with pay.

Part Time Employee

Compensation for a Paid holiday falling on a scheduled day off will be paid the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the holiday occurred, divided by 20.

ARTICLE 24 - VACATION

24.01 Accumulation of Paid Vacation

- a) For the administrative purpose of recording vacation, the vacation period will be from April 1st to March 31st. An employee shall be permitted during the fiscal year, to use their entitlement for the fiscal year.

- b) All permanent full-time employees accumulate their vacation at the rates listed below. For part-time staff this accumulation will be prorated:

Starting: 1.25 days per month paid by the employer or as required by legislation

After 3 years: 1.66 days per month of service (20 days maximum per year)

After 6 years 2.08 days per month of service (25 days maximum per year)

- c) Employees are normally expected to use their vacation leave in the twelve months immediately following it being accumulated in their vacation bank. Employees are not permitted to carry over more than ten (10) unused vacation days into the subsequent year. Employees shall not be advanced more than five (5) unearned days of vacation. Such approval shall be based on the agency's ability to schedule adequate vacation relief while meeting the service requirements of the agency as well as the cost of such carryover.

- d) If an employee has not booked their vacation in accordance with this Article, when an employee's vacation accumulation reaches fifteen (15) days, the employee and their supervisor will discuss when they intend to schedule their vacation.

- e) Under no circumstances will an employee be required to find a replacement, to perform their duties, in order for the employee to be permitted to take their vacation.

24.02 Vacation Pay on Termination

An employee terminating employment at any time prior to using their earned vacation, shall be entitled to such earned vacation time or payment on their final pay. If any vacation is owed to the

agency, this shall be deducted from their final pay or otherwise recovered from the employee.

24.03 Allocation of Vacation

In order to allocate vacation amongst bargaining unit staff, the following procedure shall be used.

- a) Employees who wish to take vacation between July 1 and September 15 of each year, shall apply to their manager by April 15 stating their preferred vacation dates. Between April 15 and April 30, the manager will assign vacation based on operational requirements. In the event of a conflict between such action requests from bargaining unit staff, seniority shall govern. The vacation schedule will then be posted by May 1st. Any request thereafter will be granted on a “first come, first served basis” and can be declined if they do not meet operation requirements.

- b) Employees who wish to take vacation between December 1 and April 15 of each year, shall apply to their manager by September 15 stating their preferred vacation dates. Between September 15 and September 30, the manager will approve vacation requests based on operational requirements. In the event of conflict between the vacation requests for the bargaining unit staff, seniority shall govern. The vacation schedule will then be posted by October 1. Any request thereafter will be granted on a “first come, first served” basis and can be declined if they do not meet operation requirements.

24.04 Minimum Vacation

Upon request, an employee with less than three (3) weeks of earned annual vacation may borrow up to five (5) days with pay, at a mutually agreeable time.

24.05 Christmas Break

Employees shall be granted the working days between Christmas and New Year's off with pay if operations allow and if taken as earned time, e.g. float holidays, banked overtime, vacation etc., or as unpaid leave.

24.06 Preference in Vacations

Vacation for bargaining unit staff within programs shall be granted on the basis of seniority, where operational requirements permit. Such vacation requests will take priority over unpaid leave requests.

ARTICLE 25 - COURT ATTENDANCE

25.01 If an employee is required to serve as a juror in any court of law to which the crown is a party or required by subpoena to attend a court of law in connection with a case arising from her duties at the agency they shall not lose her regular pay because of such attendance provided that they:

- a) notifies the Employer immediately upon her notification that they will be required to attend court;
- b) presents proof of service requiring attendance; and
- c) promptly repays the amount (other than expenses) paid to him/her for such service of attendance to the agency.

ARTICLE 26 - GENERAL LEAVE

26.01 Employees shall make all requests for Leaves of Absence without Pay in writing, explaining why they are requesting the leave and the expected duration of the Leave, at least (10) ten working days prior to the first day of such proposed leave, except in the case of emergency. Such requests shall be addressed to the immediate supervisor who shall respond in writing within (10) ten working days stating whether the request is granted and giving the reasons for refusal if it is refused.

ARTICLE 27 - PREGNANCY AND PARENTAL LEAVE

27.01 Pregnancy and Parental leave will be granted in accordance with the Employment Standards Act.

ARTICLE 28 – LEAVE OF ABSENCE FOR UNION FUNCTIONS

- a) Leave of Absence without pay for no more than ten (10) working days and without loss of seniority shall be granted to employees, upon two (2) weeks advanced request to the Employer, to attend executive and committee meetings of CUPE, training, conferences and conventions of CUPE. Where more than one employee is to be absent, permission from the Employer is required. Such permission shall not be unreasonably denied. For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during the period leave.
- b) Any employee who is elected or selected for a full-time position with the Union, shall be granted leave of absence by the Employer for a period of one year without pay, but without loss of seniority.

ARTICLE 29 - BEREAVEMENT LEAVE

29.01 In the event of the death of a member of the immediate family, an employee shall be granted five (5) consecutive calendar days off without loss of regular pay. Such leave shall be taken between the date of the death and the date of the funeral and/or burial and/or cremation with regards to the practice of the employee's beliefs, environmental restrictions.

"Immediate family" means parent, sibling, spouse (including spouse as defined by legislation), child, grandparent, grandchild, mother/father in law, sister/brother in law.

ARTICLE 30 - FAMILY LEAVE – SPECIAL LEAVE

30.01

- a) Employees may be allowed up to three (3) days in total, per fiscal year in Leave of Absence without loss of pay to deal with special situations. There is no carry over provision and no pay out of these days.
- b) The employee will provide an explanation, if requested, regarding the Leave and management will not unreasonably deny such leave.

ARTICLE 31 - SICK LEAVE

31.01

- a) Regular full time employees who have completed probation shall accumulate sick leave credits at the rate of 1.67 regular days (e.g. 7 hours per day) per month worked.
- b) Sick leave for part time staff shall be prorated.
- c) Such leave shall be used for the time lost from the employees' (regular) shift(s) in the event of the employees' illness or illness of spouse or child.
- d) Beginning April 1st, of each year all full time regular/permanent staff shall be credited with 20 days sick leave. This represents one year sick leave at the current rate of 1.67 days per month. If necessary, employees will draw down from this bank as the year progresses. If, at the end of the year, there is a credit in the sick leave bank, employees shall carry over their credit up to a maximum of ten (10) days to the next year. The carry over provision is not cumulative. For clarity it is noted that at no time will a full time employee be entitled to retain in excess of thirty (30) sick leave days in their sick leave bank.

In the event of an employee terminating employment and if sick leave is owed to the agency, this may be deducted from final pay otherwise recovered from the employee. If there is a credit in the sick leave bank, this will not be converted to cash on the final pay cheque.

- e) If an employee is ill and has exhausted their short term sick leave bank they may apply for EI sick leave benefits. The agency will assist in completing such forms. If applicable, the employee will also apply for Long Term Disability Benefits at that time or later. Life and Dependent Life and AD & D, may be continued by an employee on a cost sharing basis for a period of up to six (6) months. This six (6) months shall run from the first billing date after the employee has exhausted their sick leave bank.

31.02

An employee may be required to produce medical certification, and or, have a FAF completed when there is concern about their being able to perform the duties of their position due to illness/accident. Such certification, and or, questionnaire must come from a qualified medical practitioner/health care professional.

ARTICLE 32- SOCIAL FUNCTIONS

32.01

- a) Due to the nature of the agency and the clients we serve, the parties agree that staff are encouraged to attend Agency functions whenever practical. When staff are required by the Employer to attend such functions outside of their normal scheduled hours of work, adjustments to their work schedule shall be prioritized over overtime accrual. Overtime will not be unreasonably denied. This option will be exercised by the employee upon the approval of the Employer.
- b) Employees will normally receive five (5) working days notice of such change of schedule.

ARTICLE 33- STAFF TRAVEL AND TRAVEL ALLOWANCES

33.01

- a) Employees are expected to travel from their home to their place of employment (e.g. the agency main office or place of assignment within the City of Ottawa) at their own time and expense. However, if the employee is required to travel from one work site to another during the course of the business day, such time and expense will be paid for as per the collective agreement.
- b) When client needs require an employee to travel outside the City of Ottawa, the employee is required to receive authorization in advance.
- c) It is understood that for some positions, it is a condition of employment that employees travel to community sites to perform their duties. For those employees who do not have a vehicle, the agency will reimburse for the local bus.
- d) Employees authorized to use their own vehicles (Waiver A) for the Employer's business shall be paid at the rate of \$0.61 per kilometer 2023 for the length of this agreement. The Employer may authorize the use of private vehicles for its business and employees shall be reimbursed for the cost of fares charged while using taxis or OC Transpo system on Employer's business. Proper travel expense forms must be completed which include date, departure and arrival locations, and the reason for the travel.

ARTICLE 34- MEAL/INCIDENTAL ALLOWANCE

34.01

- a) The Employer will reimburse for meal expenses incurred in the normal course of out-of-town business travel at the following maximum rates:

Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$50.00

Total Daily \$90.00 (Canadian equivalent)

No claim shall be submitted where meals are otherwise provided.

- b) The Employer will reimburse actual incidental expenses to a maximum of ten dollars (\$10.00) per day. Receipts are required to generate payment.
- c) When attending a meeting on agency business, cost of meals and other incidentals may be reimbursed as approved by the employee's immediate supervisor.
- d) In order to be reimbursed, all mileage and/or meal incidental claims must be submitted by the last day of the month in which the expenses were incurred.

ARTICLE 35 - WELFARE BENEFITS

35.01 Health and Life Insurance

The Employer will contact with an insurance carrier to provide a Health and Life Insurance Plan to all employees who have completed the probationary period. The Employer's sole responsibility is to remit any applicable premiums and the Employer has no responsibility for the actual benefits. In the case of any dispute, the contract with the Insurance Carrier shall be the governing document. The following is a brief outline of the benefits for information purposes.

*1) Life Insurance in the amount of two times annual earnings (with a Death & Disability Benefit)	Premium – 100% Employer
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*2) Long Term Disability	Premium – 100% employee
*3) AD & D	Premium – 100% Employer
*4) Health Care Insurance	60/40 premium split Between Employer and employee.

* Participating in these plans is mandatory.

The carriers of Benefit Plans may be changed during the term of this Agreement provided that the benefits are comparable to the benefits provided by the current carrier. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes.

ARTICLE 36 - LABOUR MANAGEMENT COMMITTEE

36.01 Recognizing the benefits of mutual consultation and the parties' commitment to provide the best service to the agency's clients, the agency will meet with one member of the Local. The committee will meet at the request of either party.

Such meetings will be used to discuss matters of concern to both parties, other than matters relating to grievances or negotiations.

An agenda will be exchanged by the parties one week in advance. Labour Management meetings will be held during the agency's core hours of operation and employees attending shall not lose regular pay while attending such meetings.

ARTICLE 37 – COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION

37.01 The Employer and the Union shall comply with the requirements of the *Occupational Health & Safety Act* and applicable municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved by negotiations with the Union.

The health and safety committee is to be composed of a minimum one (1) management, one (1) bargaining unit member, and (1) non-bargaining unit member.

The committee shall meet every two months or at the request of either party. Meetings shall be held during normal working hours and bargaining unit employees shall suffer no loss of regular earnings.

ARTICLE 38 - UNION BARGAINING COMMITTEE

38.01 A Union negotiating committee of up to two (2) members shall be elected or appointed from amongst the employees who have completed their probationary period. The Union shall advise the agency in writing of the names of these members, employees.

The agency agrees to maintain the regular pay of up to two (2) employees for items spent in direct negotiations with the agency, up to and including conciliation.

ARTICLE 39 - NO STRIKE/NO LOCKOUT

39.01 The parties agree that there shall be no strike or lockout during the term of this collective agreement.

ARTICLE 40 - CHANGES IN AGREEMENT

40.01 Any changes deemed necessary in this Agreement or issues that are not addressed in this Agreement may be made by mutual agreement of the parties at any time during the life of this Agreement.

40.02 Term of Agreement

This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2024 and shall continue from year to year thereafter unless either party gives the other party notice in writing within one hundred and twenty (120) days prior to the termination date, giving to the other party the proposed changes or amendments in writing. Within twenty (20) working days of receipt of such notice by one party or such other date as mutually agreed,

the parties will enter into negotiations for a renewal or revision of the Agreement.

ARTICLE 41 - WAGES

41.01 This Agreement provides for wage rate increase over the term of this Agreement as per the attached Schedule "A."

Regular part-time employees who negotiate with the Employer to reduce their hours will still require 910 "hours of work" in order to receive the agreed upon increases in the terms of the Agreement.

41.02 This Agreement provides a Salary Scale, as per the attached Schedule A. The low point on the Salary Scale in Schedule A reflects the starting yearly salary paid to new employees within each job class. The upper limit on this Salary Scale reflects the maximum salary payable to employees in each of the job classes indicated in Schedule A.

Current non-Unionized employees of CWC who are hired into one of the designated bargaining unit positions, will enter the salary scale at their current rate of pay, not to exceed the maximum limits as set out in Schedule A.

Movement through the scale is in accordance with Article 41.01 until the maximum limit in the scale has been obtained for the designated position(s).

41.03 **Retroactivity**

Increases to the salary schedule shall be retroactive to the first day of the new Collective Agreement. All retroactivity will be paid within thirty (30) days of receiving notice of ratification. All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Dated at Ottawa, this 30th day of August 2023.

For the Union

R Harris
Russell Harris (Aug 30, 2023 15:04 EDT)

Amelia
Amelia McGann (Aug 31, 2023 15:17 EDT)

Jacynthe Barbeau
Jacynthe Barbeau (Sep 7, 2023 09:44 EDT)

[Signature]

For the Employer

[Signature]

Rishabh Khosla
Rishabh Khosla (Aug 31, 2023 16:00 EDT)

-im*cope 491
July 10, 2023

SCHEDULE "A"

Salary Scale

Positions	Low Point: Starting Salary	High Point: Salary Cap
Level F – Direct Service Delivery Staff	\$40, 000	\$55,000
Administrative Support II	\$40, 000	\$45,000

Notes:

1. *Salary Scale is not inclusive of staff premiums or bonuses.*
2. *Schedule A Salary Scale does not include the position of Property Manager, which is governed by the Letter of Agreement signed and dated the 25th day of November 2013.*
3. *As per the **Letter of Understanding re: Job analysis** - The parties shall meet within 60 days of ratification to begin the job evaluation project with support from Canadian Union of Public Employees job evaluation representative in order to establish a wage scale with classifications. It is understood that the project will be completed and the wage grid with classifications will be integrated into the next collective agreement.*

Annual Wage increases	
1-Apr-21 31-Mar-22	1%
1-Apr-22 31-Mar-23	2%
1-Apr-23 31-Mar-24	2%

LETTER OF UNDERSTANDING

between

Causeway Work Centre (The “Employer”)

and

CUPE and its Local 3826-01 (The “Union”)

Causeway Work Centre and CUPE 3826-01 agree that any office, clerical or administrative positions that are added to the organization following the signature of the collective agreement will be subject to discussion as to their inclusion in the bargaining unit.

Dated at Ottawa, this 30th day of August 2023.

For the Union

R Harris
Russell Harris (Aug 30, 2023 15:04 EDT)

AM
Amelia McGann (Aug 31, 2023 15:17 EDT)

Jacynthe Barbeau
Jacynthe Barbeau (Sep 7, 2023 09:44 EDT)

[Signature]

For the Employer

[Signature]

Rishabh Khosla
Rishabh Khosla (Aug 31, 2023 16:00 EDT)

[Signature]

LETTER OF UNDERSTANDING

between

Causeway Work Centre (The “Employer”)

and

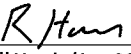
CUPE and its Local 3826-01 (The “Union”)

Re: Job Analysis

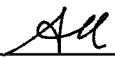
The parties shall meet within 60 days of ratification to begin the job evaluation project with support from Canadian Union of Public Employees job evaluation representative in order to establish a wage scale with classifications. It is understood that the project will be completed and the wage grid with classifications will be integrated into the next collective agreement.

Dated at Ottawa, this 30th day of August 2023.

For the Union



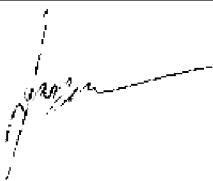
Russell Harris (Aug 30, 2023 15:04 EDT)



Amelia McGann (Aug 31, 2023 15:17 EDT)



Jacynthe Barbeau (Sep 7, 2023 09:44 EDT)



For the Employer



Sharon Lewis



Rishabh Khosla (Aug 31, 2023 16:00 EDT)

LETTER OF UNDERSTANDING

between

Causeway Work Centre (The “Employer”)

and

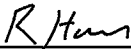
CUPE and its Local 3826-01 (The “Union”)

Re: Pension Plan Exploration


The parties shall establish a committee with 2 representatives of CUPE and 2 representatives from the Employer to review and assess the suitability of a pension plan for local 3826-01 bargaining unit. The committee shall hold their first meeting within 90 days of ratification.

Dated at Ottawa, this 30th day of August 2023.

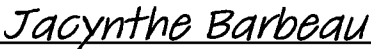
For the Union



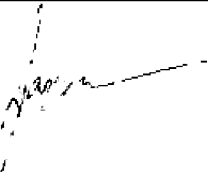
Russell Harris (Aug 30, 2023 15:04 EDT)



Amelia McGann (Aug 31, 2023 15:17 EDT)




Jacynthe Barbeau (Sep 7, 2023 09:44 EDT)



For the Employer





Rishabh Khosla (Aug 31, 2023 16:00 EDT)

-im*cope 491
April 28, 2023

LETTER OF UNDERSTANDING

between

Causeway Work Centre (The “Employer”)

and

CUPE and its Local 3826-01 (The “Union”)


Re: Employee Assistance Program

The Employer agrees to review and assess the suitability of an Employee Assistance Program for local 3826-01.


- The parties agree that there are many administrative and structural changes that need to be made to the collective agreement. Subject to mutual agreement, such changes can be made prior to signing the renewed collective agreement.

Dated at Ottawa, this 30th day of August 2023.

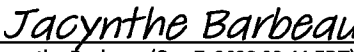
For the Union



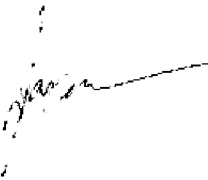
Russell Harris (Aug 30, 2023 15:04 EDT)



Amelia McGann (Aug 31, 2023 15:17 EDT)



Jacynthe Barbeau (Sep 7, 2023 09:44 EDT)



-im*cope 491
April 28, 2023

For the Employer





Rishabh Khosla (Aug 31, 2023 16:00 EDT)

FUNCTIONAL ABILITIES FORM

A. Section A to be completed by the Employer and /or worker.			
Worker's Last Name	First Name	Telephone	
Address (no., street, apt.)	City/Town	Province	Postal Code

Employer's Name:		
CAUSEWAY		
Full Address (No., Street, Apt.)		
22 O'Meara Street		
City /Town	Prov.	Postal Code
Ottawa	ON	K1Y 4N6

Date of Birth (dd/mm/yyyy)		
Date of Accident/ Awareness of Illness (dd/mm/yyyy)		
Employer Telephone	613	725-3494
Employer Fax No.		

1. Type of job at time of accident (where available, please attach description of job activities)	Area(s) of injury(ies)/illness(es)
2. Have the worker and the Employer discussed Return To Work <input type="checkbox"/> Yes <input type="checkbox"/> No	If no, will be discussed on dd mm yyyy
3. Employer contact name	

CAUSEWAY WORK CENTRE

Functional Abilities Form For Planning Early and Safe Return to Work

B . Worker's Signature	
By signing below , I am authorizing any health professional who treats me to provide me & my Employer with information about my abilities so that I can return to work safely.	
Signature	Date dd mm yyyy

Worker's Last Name	First Name
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C . Health Professional Billing Information
For billing purposes fax or mail pages 2 and 3 to the WSIB.
Health Professional's Designation <input type="checkbox"/> Chiropractor <input type="checkbox"/> Physician <input type="checkbox"/> Physiotherapist <input type="checkbox"/> Registered Nurse (Extended Class) <input type="checkbox"/> Other _____

ANY COSTS ASSOCIATED WITH FILLING OUT OR DELIVERING EMPLOYER REQUIRED FORMS WILL BE PAID BY THE EMPLOYER.

Are you registered with the WSIB <input type="checkbox"/> yes Please enter the WSIB Provider ID. In the box provided → <input type="checkbox"/> no Please call 1-800-569-7919 to register	WSIB Provider ID.			
	Your Invoice Number			
Health Professional's Name (please print)	Service Code FAF			
↓ Complete these fields if HST is applicable to this form ↓				
Address (No. Street. Apt.)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">HST Registration #</td> <td style="width: 33%;">Service code ONHST</td> <td style="width: 33%;">HST Amt Billed \$</td> </tr> </table>	HST Registration #	Service code ONHST	HST Amt Billed \$
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City/Town	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Province</td> <td style="width: 25%;">Postal Code</td> <td style="width: 50%;">Fax</td> </tr> </table>	Province	Postal Code	Fax
Province	Postal Code	Fax		

I hereby declare that the information being submitted in Section C, D, E and F of this form is true and complete. It is an offense to knowingly make a false or misleading statement or representation to the WSIB.

Health Professional's Signature	Telephone	Date dd mm yyyy
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D. The following information should be completed by the Health Professional to identify the patient's overall abilities and restrictions.				
1. Date of Assessment dd mm yyyy	2. Please check one: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-right: 1px solid black; padding-right: 5px;"> → <input type="checkbox"/> Patient is capable of Returning to work with No restrictions. </td> <td style="width: 33%; border-right: 1px solid black; padding-right: 5px;"> <input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section E and F. </td> <td style="width: 33%; padding-left: 5px;"> <input type="checkbox"/> Patient is physically unable to return to work Complete section F. </td> </tr> </table>	→ <input type="checkbox"/> Patient is capable of Returning to work with No restrictions.	<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section E and F.	<input type="checkbox"/> Patient is physically unable to return to work Complete section F.
→ <input type="checkbox"/> Patient is capable of Returning to work with No restrictions.	<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section E and F.	<input type="checkbox"/> Patient is physically unable to return to work Complete section F.		

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E. Abilities and/or Restrictions

1. Please indicate **abilities** that apply. Include additional details in section 3

Walking:

- Full abilities
 Up to 100 metres
 100 – 200 metres
 Other (please specify)

Standing:

- Full abilities
 Up to 15 minutes
 15 - 30 minutes
 Other (please specify)

Sitting:

- Full abilities
 Up to 30 minutes
 30 minutes – 1 hour
 Other (please specify)

Lifting from floor to waist:

- Full abilities
 Up to 5 kilograms
 5 – 10 kilograms
 Other (please specify)

Lifting from waist to shoulders:

- Full abilities
 Up to 5 kilograms
 5 – 10 kilograms
 Other (please specify)

Stair climbing:

- Full abilities
 Up to 5 steps
 5 – 10 steps
 Other (please specify)

Ladder climbing:

- Full abilities
 1 – 3 steps
 30 minutes – 1 hour
 Other (please specify)

Lifting from floor to waist:

- Full abilities
 Up to 5 kilograms
 5 – 10 kilograms
 Other (please specify)

2. Please indicate **restrictions** that apply. Include additional details in section 3

- Bending / twisting
 Repetitive movement of
 (please specify)

- Work at or above
 shoulder activity:

- Chemical
 exposure to:

- Environmental
 exposure to
 (e.g. heat, cold
 noise or scents)

- Limited use of hand(s):

- | | | |
|--------------------------|--|--------------------------|
| Left | Gripping
Pinching
Other (please specify) | Right |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- Limited pushing/pulling with:

- Left arm
 Right arm
 Other (please specify)

- Operating motorized equipment:
 (e.g. forklift)

- Potential side effects from
 medications (please specify)
 Do not include names of
 medications.

- Exposure to vibration:

- Whole body
 Hand / Arm

3. Additional Comments on **Abilities and/or Restrictions**. (See attached Job Description)

4. From the date of this assessment, the above will apply for approximately

- 1 – 2 days 3 – 7 days 8 – 14 days 14 + days

5. Have you discussed return to work with your patient?

- Yes No

6. Recommendations for
 work hours and start date:

- Regular full-time hours Modified hours
 Regular task Modified tasks

- Graduated hours
 Graduated tasks

Start Date dd mm yyyy

F. Date of Next Appointment

Recommended date of next appointment to review **Abilities and/or Restrictions**.

dd mm yyyy



I have provided this completed Functional Abilities Form to:

- Worker and/or Employer

Is the patient following the prescribed treatment?

What is the prognosis for a return to regular duties?

Please comment upon any other pertinent information/subjective symptoms/any pertinent test results relevant to the patient's return to work.