

COMMUNITY LIVING Georgina



COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING GEORGINA
(herein referred to as the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3572-02
(herein referred to as the "Union")

PART TIME EMPLOYEES



April 1, 2022 to March 31, 2024

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ARTICLE 1 - PURPOSE

1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably grievances which may arise from time to time hereunder in a manner hereinafter set out.

ARTICLE 2 - RECOGNITION

2.01 (a) The Employer recognizes the Union as the bargaining agent of all employees of the Employer in the Town of the Georgina regularly employed for not more than twenty-four (24) hours per week, save and except supervisors, persons above the rank of supervisor, office and clerical employees, employees in bargaining units for which any trade union held bargaining rights as of April 10, 1987, persons hired pursuant to special government grants whose assignment shall not exceed one (1) year and temporary employees.

(b) For the purpose of clarity:

- (i) The Employer and the Union agree that the term "Supervisors" includes the positions of Residential Supervisor, Community Support Supervisor and Day Program Supervisor.
- (ii) A temporary employee includes an employee who is hired to cover peak work periods or employee absences or for special projects and to provide relief when employees are on vacation. Such temporary employees will be paid at not less than the minimum rate for the classification for which they are hired. It is agreed that the appointment of a temporary employee may be made by the Employer for an initial period of six (6) months which may be extended for an additional six (6) months upon mutual agreement of the Employer and the Union. It is further agreed that should such temporary employee continue to be employed beyond the initial six (6) months, the Employer shall deduct from such employee Union Dues in accordance with Article 5 of the Collective Agreement. Further, the discharge or discipline of a temporary employee shall not constitute a dispute under the terms of the Collective Agreement nor shall such discipline or discharge be subject to the grievance and arbitration provisions set and herein.

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean only those employees in the bargaining unit defined above.

2.03 **The terms “they”, “them”, or “their” used in this Agreement shall be understood to include any and all genders.**

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges and recognizes that the management of the Employer’s operations and the discretion of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign duties, discharge, direct, promote, demote, classify, lay-off, recall, suspend or otherwise discipline employees provided that a claim by an employee who has completed **their** probationary period that **their** has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine the location and extent of the operations and their designation, commencement, expansion, revision curtailment or discontinuance; to plan, direct, control and alter all operations, determine in the interest of efficient operation and highest standards of service, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the description of the jobs, the hours of work, the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees;
- (d) determine the qualifications of employees, the services to be performed, the number of employees required by the Employer at any one time, introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce the personnel in any particular area;
- (e) make, enforce and alter from time to time rules and regulations to be observed by all employees.

3.02 Where the rights, power and authority set out above are modified or limited by the terms of this Agreement they shall only be modified or limited to the extent specifically provided for therein. It is agreed that these rights shall not be exercised in a manner inconsistent with the express provision of this Agreement.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction or coercion exercised or practiced by either of them or their representatives or members because of any employees membership or non membership in the Union or because of **their** activity or lack of activity in the Union.
- 4.02 The Union further agrees that there will be no union activity, solicitation for membership or collection of dues on the Employer's premises or during working hours, except as specifically permitted by this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer shall deduct from all employees in each pay period an amount equal to the Union dues as is authorized in writing by the Union and remit the same to the National Secretary-Treasurer of the Union not later than the twentieth (20th) day of the month next following the deduction along with a list of the names of the employees from whose pay the deductions have been made, a copy of which shall be forwarded to the Treasurer of the Local Union.
- 5.02 The Employer shall deduct from all new employees an initiation fee in an amount as is authorized by the Union.
- 5.03 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.
- 5.04 At the same time that Income Tax (T-4) slips are made available to employees, the Employer shall include on such slips the amount of union dues paid by each employee in the previous year.
- 5.05 The Employer shall provide to the union annually a list of employees to include their names, classifications, employee status (i.e. full-time, permanent or temporary and if on leave), home addresses and home phone numbers.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the term of this Agreement, and the Union agrees that there will be no strike, slowdown, sit down, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and return to work and perform their regular duties.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint or elect from amongst employees who have completed their probationary period up to a total of four stewards and a Local Union Executive Committee to represent employees covered by both the Full Time Employee and Part Time Employee Collective Agreements. Such four (4) stewards and the Local Union Executive Committee may all be Full time or Part time employees or a combination of employees from both bargaining units.

One (1) of the stewards noted above shall be designated as the **Lead** Steward.

The function of these stewards and the Local Union Executive Committee shall be to assist employees in their respective areas in the processing of any grievance which may properly arise under the provisions of this Agreement.

- 7.02 (a) At the time of imposing formal discipline, suspension or discharge or at any Stage of the grievance procedure, an employee is entitled to be represented by a union steward.
- (b) The parties further agree that where a steward is not readily available, the absence of the steward shall not negate any action taken, nor shall this clause require the Employer to call in or pay a steward not already at work.
- (c) **The** Employer agrees to make every reasonable effort to schedule disciplinary meetings when a steward is likely to be available.
- (d) It is understood and agreed that the Steward has **their** regular work to perform on behalf of the Employer and that only such time as is necessary will be taken by the steward during working hours in order to assist an employee in presenting **their** grievance to the designated representative of the Employer in accordance with the Grievance Procedures. In accordance with this understanding, the Employer agrees to compensate the Steward at this straight-time hourly rate for time lost from **their** regular scheduled working hours while servicing grievances hereunder. The Steward shall first obtain the permission of **their** immediate Supervisor before absenting **themselves** from **their** duties. Prior to returning to work, the steward must report to **their** immediate Supervisor. The Employer reserves the right to limit the time spent in servicing a grievance if it deems the time taken to be excessive.

- 7.03 The Employer agrees to recognize a negotiating committee together with a representative from CUPE composed of up to two (2) employees who have completed their probationary period whose function shall be to negotiate renewals of the Agreement as provided for in Article 22. The Employer agrees to compensate the negotiating committee at their regular straight time hourly rate for time lost from their regular scheduled working hours while meeting with the Employer to negotiate renewals of this Collective Agreement until either party requests the Minister of Labour to appoint a Conciliation Officer.
- 7.04 The Union must notify the Employer in writing of the name of the stewards, the names of the members of the negotiating committee and members of the Labour Management Committee and the respective effective dates of their appointment before the Employer is obligated to recognize the same.
- 7.05 Correspondence from the Employer to the Union arising out of this Agreement shall be forwarded to the Recording Secretary. The Union shall inform the Executive Director in writing of the name and address of the Recording Secretary and of any changes as they occur. Correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director.
- 7.06 (a) The Employer and the Union shall each name up to two (2) employees who have completed their probationary period to the Labour Management Committee. This Committee shall meet monthly at times mutually agreed upon by the parties provided an agenda is submitted by the party requesting the meeting at least ten (10) working days prior to the meeting date. In the event that there are no agenda items, the regular monthly meeting shall be deemed to be cancelled. The purpose of the meetings will be to discuss matters of mutual concern, and to review potential policies prior to the said policies being initially presented to the Board of Directors. It is further agreed that the Employer will send a copy of the approved Board of Directors minutes to the Recording Secretary. It is understood and agreed that any individual matter which could be processed through the grievance and arbitration procedures provided in this Agreement shall not be discussed at these meetings.
- (b) The Union may request the presence of a representative from CUPE to assist in Labour Management Committee meetings as may the Employer request the presence of counsel. When the presence of a CUPE representative is requested, the Executive Director shall be notified in writing ten (10) working days in advance of the meeting.
- 7.07 (a) A Union steward will have opportunity to orientate new employees to the Union and to provide a copy of the Collective agreement. The orientation will not exceed ten minutes and such time will be allocated during the Employer's orientation meeting with new employees.

- 7.08 Copies of written discipline given to employees, involving written warnings, suspensions or discharge, shall be provided to the **Lead** Steward, or **their** designate, with the approval of the employee.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 (a) A grievance shall be defined as a difference between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.
- (b) The Grievance Procedure as hereinafter set forth shall serve and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this agreement, and the specifically designated Grievance Procedure shall be strictly followed.
- 8.02 It is understood that an employee has no grievance until **they** have first given **their** immediate supervisor or designate an opportunity to adjust **their** complaint. If an employee has a complaint, **they** shall submit it in writing to **their** immediate supervisor or designate with seven (7) working days after the circumstances giving rise to the complaint have originated or occurred. The immediate supervisor or designate shall meet with the employee and issue a written decision within five (5) working days following receipt of the written complaint. Failing settlement, the complaint may be taken up as a grievance within five (5) working days of the immediate supervisor's or designate's written decision, in the following manner and sequence.

STEP I:

The employee shall submit a written grievance signed by **them** to **their** immediate Supervisor or designate. The nature of the grievance, the remedy sought and the Articles of the Agreement which are alleged to have been violated, shall be set out in the grievance on the prescribed form. Any grievance not submitted within the time limited provided herein shall be deemed to have been settled. The Supervisor or designate shall deliver **their** decision in writing seven (7) working days following the day of which the grievance was represented to **them**. Failing settlement, then:

STEP II:

Within seven (7) working days following the decision under Step I, the employee shall submit the written grievance to the Director or Manager or designate who shall review the grievance and render a written decision within seven (7) working days following the date on which the grievance was presented to **them**. Failing settlement, then:

STEP III:

Within five (5) working days following the decision under Step II, the employee shall submit the written grievance to the Executive Director or designate. The Executive Director or designate will meet with the Griever and the Steward, should the employee request such representation, to review the grievance within ten (10) working days of receiving the grievance at this step. Failing settlement, the decision of the Executive Director or designate shall be delivered in writing within ten (10) working days following the date on which the grievance was convened.

- 8.03 Failing settlement, under the foregoing procedures, of any grievance between parties arising following the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) working days following the date of the decision under Step III above is given, the grievance shall be deemed to have been settled.
- 8.04 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step III above within seven (7) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, 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 bypassed.
- 8.05 All agreements reached under the grievance and arbitration procedures between the representatives of the Employer and the representatives for the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedures and the arbitration procedures shall be construed as mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, 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.
- 8.06 For the purpose of the Agreement, working days shall not include Saturdays, Sundays and paid holidays.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration as herein before provided, it shall make such request in writing addressed to the other party and at the same time, appoint its nominee to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall appoint its nominee and notify the other

- party. The two nominees so appointed shall confer to select a Chairman for the Board of Arbitration. If they are unable to agree upon such a Chairman within a period of ten (10) working days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 9.02 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.
- 9.03 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 provision in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.
- 9.04 No matter shall be dealt with at arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.
- 9.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union and the employees.
- 9.06 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 9.07 Upon mutual agreement in writing of the parties, a single Arbitrator may be substituted for a Board of Arbitration, in such cases, all of the other provisions of this Article shall continue to apply as with a Board of Arbitration.
- 9.08 The parties are committed to the early resolution of grievances and as such agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance(s) prior to the grievance(s) being heard by a sole arbitrator or a board of arbitration as set out in this collective agreement. In such circumstances the parties shall share equally the fees, disbursements, and expenses of the mediator, including the cost of venue, if any.

ARTICLE 10 - DISCHARGE

- 10.01 A claim by an employee who has completed **their** probationary period, that **they have** been unjustly discharged, shall be treated as a special grievance if a written statement of such grievance is lodged at Step III of Article 8.02 of the grievance procedure within five (5) working days following the date of such discharge, and the time limit set out with respect to that Step shall appropriately apply.
- 10.02 Such special grievance may be settled under the grievance and arbitration procedures by:

- (a) Confirming the Employer's action in discharging the employee;
- (b) Reinstating the employee with 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 11 - SENIORITY

11.01 An employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement nor shall **their** name be placed on the appropriate seniority list until after such time as **they** have completed six hundred and twenty-four (624) hours of continuous active service with the Employer in the bargaining unit described in Article 2.01 (a) since **their** most recent date of hiring or two years from **their** most recent date of hire, whichever comes first. The termination of an employee during **their** probationary period shall not be made the subject of a grievance, under the Grievance Procedure. Such termination shall be made at the sole discretion of the Employer. After completion of **their** probationary period, the employee's seniority shall date from **their** most recent date of hire in the bargaining unit described in Article 2.01 (a).

11.02 The Employer will establish a list showing the names of those employees who have completed the probationary period. Such seniority lists shall be updated annually. A copy shall be supplied to the Union on April 1st of each year.

The Employer agrees to advise the Union Steward in writing the name and program location for each employee whom has successfully completed **their** probationary period.

11.03 Seniority shall be lost and an employee shall deemed to have quit **their** employment with the Employer if **they**:

- (a) resigns **their** employment;
- (b) is discharged and not reinstated through the grievance and arbitration provisions of this Agreement;
- (c) fails to report to work within five (5) calendar days after issuance of notice of recall by registered mail to **their** last address on record with the Employer;
- (d) is laid off for a period in excess of six (6) months;
- (e) fails to report for work upon the expiration of any leave of absence granted to **them** unless a satisfactory reason is given to the Employer;

- (f) utilizes a leave of absence for a purpose other than for which it was granted;
- (g) retires;
- (h) is absent for two (2) consecutive working days unless a satisfactory reason to the Employer is given;
- (i) declines work for a period of ninety (90) calendar days.

11.04 It shall be the responsibility of the employee to keep the Employer informed of **their** current address. If an employee fails to do this, the Employer will not be responsible for a failure of notice to reach an employee.

ARTICLE 12 - JOB POSTING

- 12.01 When permanent job vacancies occur within the bargaining unit, the Employer will post a notice with respect to such job on the bulletin boards or binders as set out in Article 14.01– and on the ADP website under the heading “Job Postings”, for ten (10) calendar days. Such notice shall stipulate the nature of the position including salary rate or range, and the qualifications of the position concerned. Interested employees must apply within the ten (10) calendar posting period. It is understood the Employer may fill the job on a temporary basis. The Employer will select from the applicants in accordance with the terms and conditions as set forth in Article 12.02. Notice of the first vacancy created by an employee who successfully bids for a permanent vacancy herein will be posted. This posting provision does not apply to any subsequent vacancy created.
- 12.02 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skills, qualifications, experience and training are equal between two or more employees, seniority shall be applied as set forth in Article 11.02 with regard to promotions or lateral classification changes within the bargaining unit.
- 12.03 Notwithstanding Article 12.02, if no written applications are received by 4:00 p.m. on the tenth (10th) calendar day of posting, or if, none of the applicants have the required skills, qualifications, experience and training, the Employer may fill the vacancy from other sources after first giving consideration to those applicants currently working in contract positions.
- 12.04 It is understood that only employees who have completed their probationary period may bid for job postings hereunder. If an employee successfully bids for a job hereunder, the Employer need not consider such employee for any posted job within the bargaining unit **until they have completed 624 hours worked in their new position.**

- 12.05 It is understood that when a permanent full-time position is posted, any employee may apply and be considered for the position. The Employer shall fill positions in accordance with Article 12.02 of the Full-Time Collective Agreement. For clarity, if a full-time employee and a part-time or relief employee apply for the same posting, and all things are considered equal in accordance with 12.02, the full-time employee will be the successful candidate.
- 12.06 The Employer shall post and fill temporary vacancies for the expected duration of the leave of absence to backfill employees on an approved leave of absence. The successful applicants shall advance through the wage grid in accordance with Schedule "B".

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 In the event that a reduction of the workforce is required, the Employer agrees to lay off employees in the reverse order of seniority within their job classification, provided that those employees who remain on the job are willing and have the skills, qualifications, experience, education, ability, knowledge and training to perform the job.

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

- a) accept the layoff and be placed on a recall list for a period of six (6) months;
- or
- b) displace an employee who has the least bargaining unit seniority in the same job classification, or if there is no employee in the same job classification with less bargaining unit seniority, then displace the employee who is the least senior employee in the next lower paying classification if the employee originally subject to layoff has the skills, qualifications, experience, education, ability, knowledge and training to perform the job. Such employee so displaced shall be laid off.

- 13.02 An employee who displaces an employee in a lower paying classification will be paid at the start rate of **their** new classification which is closest to **their** pre-layoff rate. It is understood that the new rate cannot be greater than **their** pre-layoff rate.
- 13.03 In the event of recall, an employee shall have the opportunity of recall from layoff to **their** former classification, or to a lower paying classification, on order of seniority, provided **they are** willing, and have the skills, qualifications, experience, education, ability, knowledge and training to perform the job.

- 13.04 No new employee shall be hired until those laid off,
- a) who have the skills, qualifications, experience, education, ability, knowledge and training that pertain to the job, and
 - b) who have not lost their seniority and deemed to have quit their employment pursuant to Article 11.03 (d) have been given the opportunity of recall. Notwithstanding the foregoing, should an employee refuse recall, the Employer may hire a new employee to fill the position for which the recall opportunity was available.
- 13.05 The Employer agrees that it will not contract any work normally performed by employees when such contracting out directly results in the layoff of employees.

ARTICLE 14 - BULLETIN BOARDS

- 14.01 The Employer shall provide **one** (1) bulletin board in each of the following areas: Head Office, Adult Development and **Keswick Program** for the convenience of the Union in posting notices regarding regular meetings and educational seminars. In the Group Homes, the above notice may be placed in the Communication Books. All such notices must be signed by the proper officer of the Union and submitted to the Executive Director for approval in writing before being posted or placed in the Communication Books.

ARTICLE 15 - GENERAL

- 15.01 An employee may request in writing to the Executive Director the examination of **their** personnel file and it shall be shown to **them** at a time mutually agreed upon by the Employer and the employee and in the presence of a person designed by the Employer. The Employer shall provide a copy of written disciplinary action contained in the personnel file upon the written request of the employee.
- 15.02 The Employer and the Union agree to share equally the cost of providing a copy of this Agreement to employees.
- 15.03 At the written request of the employee at the conclusion of the twenty-four (24) month period, any letter of reprimand or suspension, which does not involve a client related matter of abuse, or human rights violation, will be removed from the employee's personnel file twenty-four (24) months from the imposition of the discipline, provided the employee's record has been discipline free during this twenty-four (24) month period. Any letters of discipline shall not be used against the employee should the employee fail to make the request to remove the letter from the employee's file.

ARTICLE 16 - HOURS OF WORK

16.01 Employees shall be requested and/or scheduled to work as required by the Employer.

ARTICLE 17 - PAID HOLIDAYS

17.01 For the purpose of this Agreement, the following days will be recognized as Paid Holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Such Paid Holidays shall be granted in accordance with the requirements relating thereto and as defined in the *Employment Standard Act, 2000*.

In order to qualify for holiday pay an employee must work **their** scheduled full work day immediately preceding such holiday and immediately following such holiday.

An employee who is required to work on a Paid Holiday shall be paid for authorized work performed on such day at the rate of two and one-half (2 ½) times **their** regular straight time hourly rate for all hours worked.

Where a Paid Holiday falls on an employee's day off or during the vacation period, the Employer shall pay the employee Holiday Pay as per the *Employment Standards Act, 2000*.

When an employee is scheduled to work on a Paid Holiday and does not work, **they** shall not be paid for the holiday unless excused in writing by the Employer.

17.02 For the purpose of the application of this Article an employee who is required to work on a Paid Holiday shall be paid for actual hours of authorized work performed on such day. (Day means 12 midnight to the following 11:59 p.m.)

ARTICLE 18 - VACATIONS

18.01 Vacations shall be granted in accordance with the requirements relating thereto and as defined in the *Employment Standards Act, 2000*.

Effective April 1, 2013, each employee upon completion of four (4) years of continuous employment will be paid vacation pay at the rate of six percent (6%) calculated as per the *Employment Standards Act, 2000*.

- 18.02 An employee shall have the right to request **their accrued** vacation pay four times a year **in a specific dollar amount determined by the employee.**
- 18.03 The Employer will post a vacation schedule form listing employees no later than March 31. The Employer shall finalize the vacation schedule and post a list by April 30. An employee must indicate **their** vacation preference on the form by April 15. The Employer shall endeavor to grant chosen vacations. It is recognized that the final decision concerning the scheduling of vacations resides with the Employer. Should more than one 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. No employee shall be permitted to take more than three (3) consecutive weeks of vacation without the written consent of the Executive Director.
- 18.04 Employees shall receive their last vacation pay of the fiscal year paid on a separate cheque.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 The Employer may, in its discretion, grant a leave of absence with or without pay to an employee for legitimate personal reasons or educational up-grading pertaining to an employee's current position. Requests for a leave of absence shall be submitted in writing to the Executive Director at least (30) days in advance of the leave except as otherwise authorized by the Executive Director.
- 19.02 Leaves granted under the Employment Standards Act, will be granted in accordance with the requirements of the *Employment Standards Act, 2000* in Ontario.

ARTICLE 20 – PERSONAL EMERGENCY LEAVE

- 20.01 Employees are entitled to ten (10) personal emergency leave days each calendar year, the first **four (4)** days of which are paid at the request of the employee and upon completion of the Personnel Notice Change Form.

ARTICLE 21 - WAGES

- 21.01 The Employer agrees to pay and the union agrees to accept for the term of this Agreement, the wages as set forth in Schedule "A" and "B" as attached hereto and forming part of this Agreement. The Employer agrees to pay employees bi-weekly. The Employee's pay cheque shall indicate wages, overtime, other supplementary pay and deductions made.

ARTICLE 22 - REIMBURSEMENT

22.01 In the event an employee is required and pre-approved to use **their vehicle** on behalf of the Employer, the Employer shall **reimburse the employee fifty-three (53) cents per kilometer**. Effective date of ratification, such allowance shall be paid monthly provided the employee has submitted an official travel expense form approved by the employee's Program Supervisor. **With proof of damage caused to an employee's personal vehicle during the course of transporting clients in the employee's personal vehicle, the Employer shall fully reimburse the employee for reasonable cleaning expenses incurred upon submission of the applicable receipts.** Upon request T2200 will be provided to employees.

22.02 An employee who has received pre-authorized written approval from **their** Program Supervisor to:

- (i) partake in meals at restaurants while accompanying a client to a community event or to an appointment, or
- (ii) attend a full day staff training seminar outside of the Town of Georgina

shall be reimbursed, upon submission of an official travel expense form approved by the Employee's Program Supervisor together with a receipt, for meal expenses up to the following amounts which are inclusive of applicable taxes and gratuities:

Breakfast	\$ 10.00
Lunch	\$ 15.00
Dinner	\$ 20.00

22.03 Eligible Employees shall contribute to the Group Pension Plan in accordance with the Letter of Understanding regarding the Multi-Sector Pension Plan.

ARTICLE 23- HEALTH AND SAFETY

23.01 The Employer, the Union and the Employees recognize their respective obligations 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.

23.02 The Employer agrees to cover all employees under the *Workplace Safety and Insurance Act*.

23.03 The Employer will continue to provide employees at its expense with training necessary to protect staff including but not limited to NCI/CPI, WHIMIS, First Aid and any other training deemed appropriate by the Employer.

23.04 The Employer shall initiate preventative measures in order to identify and reduce safety issues and safety hazards in the workplace.

Workplace violence includes:

The definition of "Workplace Violence" as set out in the *Occupational Health and Safety Act*, as amended from time to time;

- a) The application of force, threats with or without weapons and bullying;
- b) A course of vexatious comment or conduct based on one or more of the prohibited grounds as set out in the *Ontario Human Rights Code*, as amended from time to time, that is known to be or ought reasonably to be known to be unwelcome; or,
- c) Incidents of domestic violence related to employees which may enter the workplace.

Workplace includes:

- d) The definition of "Workplace" as set out in the *Occupational Health and Safety Act*, as amended from time to time; or,
- e) Any organization, location such as client residence, office, vehicle or place where the Association work is being conducted.

ARTICLE 24-BEREAVEMENT

24.01 In the event of the death of an employee's parent, step-parent, spouse, partner, sister, step-sister, brother, step-brother, child, step-child, mother-in-law, father-in-law, son/daughter-in-law, grandparent, niece or nephew and grandchild, the Employer agrees to grant such employee a leave of absence of one (1) day and further agrees to compensate the bereaved employee for time lost from **their** regular scheduled hours of work at **their** regular straight time hourly rate.

24.02 In the event if the death of an uncle, aunt, sister-in-law, brother-in-law, spouse or partner's grandparents of the employee or in the event the employee is required to act as a pallbearer, the Employer agrees to grant such bereaved employee a leave of absence not exceeding one (1) day and further agrees to compensate the bereaved employee for time lost from **their** regular straight time hourly rate.

24.03 An employee will not be eligible to receive payments under this Article for any period in which **they** are receiving payments in the form of vacation pay, paid holidays, any sick benefits or Workers Compensation benefits.

ARTICLE 25 – E.A.P.

25.01 The Employer agrees to continue the E.A.P. in effect on the date of ratification.

ARTICLE 26 – DURATION

26.01 This Agreement shall remain in force and effect until and including March 31, 2024 and shall continue automatically for annual periods of one (1) year thereafter unless either party gives the other party a written notice of termination or desire to amend this Agreement.

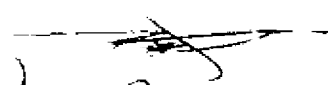
26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given in a period of not more than ninety (90) days prior to the expiration of this Agreement, or the anniversary of such expiration date.

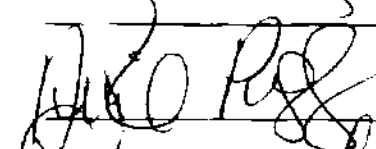
26.03 If pursuant to such negotiations an Agreement is not reached for the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed at law have been completed, whichever date should first occur.


Dated the 27 day of November 2023.

FOR THE UNION:


FOR THE EMPLOYER:




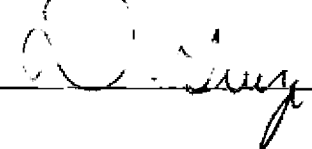




Ethel Burchiel
Mey
A. H. H. H.







SCHEDULE "A"

EFFECTIVE AND RETROACTIVE APRIL 1, 2022

CLASSIFICATION

Relief Support Worker **\$20.23**

Housekeeper **\$16.03**

Start rate in Classification	After Probation rate Classification	One Year in Classification	Two Year in Classification
Part-time Support Worker \$24.36/hr	\$24.95/hr	\$25.54/hr	\$26.14/hr
Relief Driver \$18.71/hr	\$19.16/hr	\$19.49/hr	\$19.91/hr

NOTE TO SCHEDULE "A"

1. Hourly rates set out above are based upon hours worked.

SCHEDULE "B"

EFFECTIVE APRIL 1, 2023

CLASSIFICATION

Relief Support Worker **\$20.73**

Housekeeper **\$16.53**

Start rate in Classification	After Probation rate Classification	One Year in Classification	Two Year in Classification
Part-time Support Worker \$24.86/hr	\$25.45/hr	\$26.04/hr	\$26.64/hr
Relief Driver \$19.21/hr	\$19.66/hr	\$19.99/hr	\$20.41/hr

NOTE TO SCHEDULE "B"

1. Hourly rates set out above are based upon hours worked.

LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING GEORGINA
(the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3572
(the "Union")**

RE: MULTI-SECTOR PENSION PLAN

The parties agree to renew the Letter of Understanding re: MULTI-SECTOR PENSION PLAN as amended below.

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

- (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 payment 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.

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

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 624 hours of employment with the Employer.

Commencing January 1, 2018, each Eligible Employee shall contribute for each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2.5% of Applicable Wages to the Plan effective April 1, 2021. **Effective April 1, 2023, the Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2.75% of Applicable Wages.**

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.

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 **22.03** of the Agreement include:

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 (for the purpose of calculating past service credit);
gender.

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.

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);

To be Provided Annually but no later than December 31

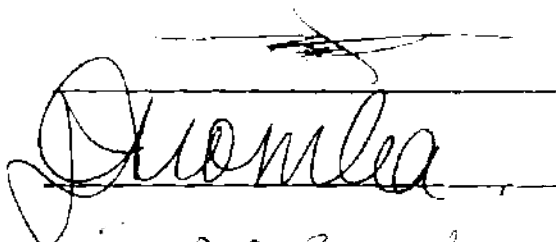
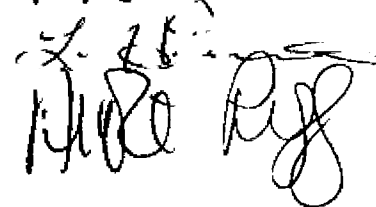
current complete address listing for all Eligible Employees;
period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
period(s) of lay-off, while subject to recall;
period(s) of absence for pregnancy or parental leave;
period(s) of strike or lockout;
other 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.

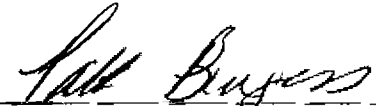
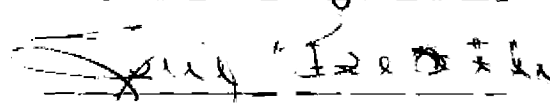
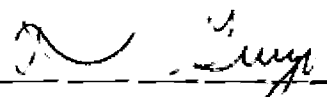
The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation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

Dated the 27 day of November 2023.

FOR THE UNION:

FOR THE EMPLOYER:


Donald Burchell
m.c.

Mike Rigg


Bob Baynes

Greg Feenstra

D. Baynes

LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING GEORGINA
(the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3572
(the "Union")**

RE: VOLUNTEERS

This will confirm the understanding of the parties reached during negotiations for the term if the Collective Agreement which expires March 31, 2024 with respect to the following:

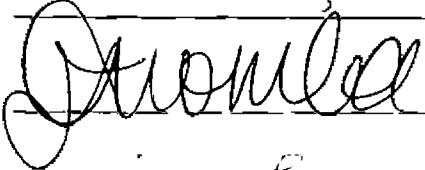
It is agreed that volunteers who provide assistance to the Employer shall be used to enrich programs, and shall not be used if such use directly results in the layoff of employees.

The parties agree that within ninety (90) days of Ratification to convene a Labour Management meeting to discuss any concerns the Union may have around the role of volunteers with individuals in service.

Dated the 27 day of November 2023.

FOR THE UNION:


FOR THE EMPLOYER:

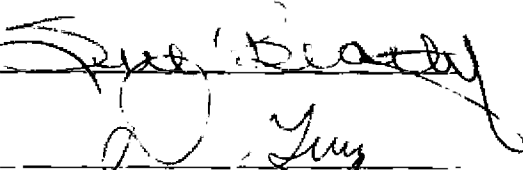


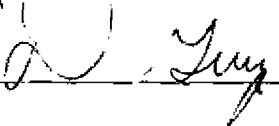
Donald

L. Papp

L. Papp



Rick Burgess


Sue Beatty


D. Gray

LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING GEORGINA
(the "Employer")**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3572
(the "Union")**

RE: RESTRUCTURING

This will confirm the understanding of the parties reached during negotiations for the term of the Collective Agreement which expires March 31, 2024 with respect to the following:

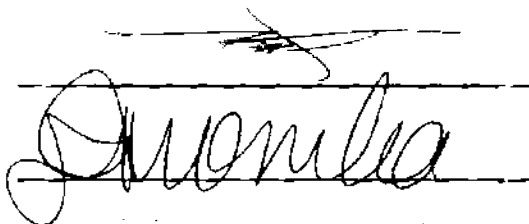
Where the Employer determines a need to develop a Restructuring Plan which would result in layoffs, they shall convene a meeting of the Labour Management Committee to present and answer questions regarding the Plan and the layoff of employees. The Union will be given the opportunity to present any suggestions they may have at this meeting.

The Employer shall notify the Union as far in advance as practical prior to the implementation of a Restructuring Plan which would result in layoffs.


Dated the 27 day of November 2023.

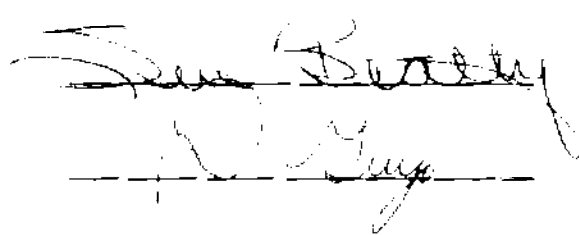
FOR THE UNION:

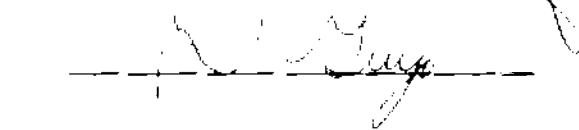
FOR THE EMPLOYER:



Steve Buschell
m.c.
x. Buschell







LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING GEORGINA
(the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3572
(the "Union")**

RE: ADEQUATE FUNDING

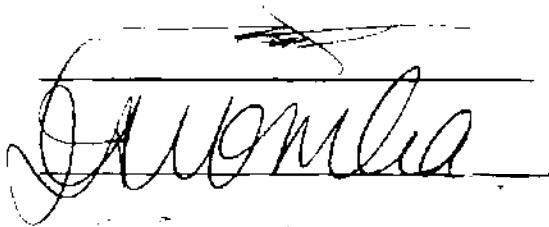
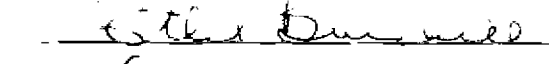
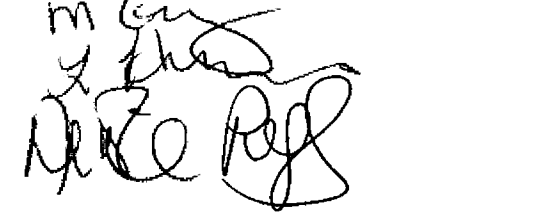
This will confirm the understanding of the parties reached during negotiations for the term of the Collective Agreement which expires March 31, 2024 concerning the following:



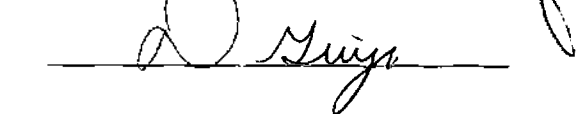
The Employer agrees to advocate the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families.

Dated the 2nd day of November 2023.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING GEORGINA
(the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3572
(the "Union")**

RE: WAGE GAP

The Employer recognizes that it is in the best interest of the parties to address the wage gap by canvassing The Ministry of Children, Community and Social Services prior to the next round of bargaining in an effort to minimize the gap during negotiations in 2024.

Dated the 27 day of November 2023.

FOR THE UNION:

FOR THE EMPLOYER:

~~_____~~
_____ *Quomlea* _____
_____ *Wendy Bussell* _____
_____ *M Cox* _____
_____ *L. H...* _____
_____ *Al PO Regg* _____

_____ *Ally Bussell* _____
_____ *Sam Beatty* _____
_____ *D. Singh* _____