

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**BRAMPTON CALEDON COMMUNITY LIVING  
("The Association")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 966  
("The Union")**

**April 1<sup>st</sup> 2021 – March 31<sup>st</sup>, 2025**

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**THIS AGREEMENT ENTERED INTO AS OF THE  
20th DAY OF MARCH, 2023**

**BETWEEN**

**BRAMPTON CALEDON COMMUNITY LIVING  
(the "Association")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 966  
(the "Union")**

**PREAMBLE:**

This Agreement is entered into by the two parties in order to provide for orderly collective bargaining relations between the Association and the employees covered by this Agreement. It is the desire of both parties to cooperate in maintaining a harmonious, respectful and professional relationship to settle amicably differences or grievances, which may arise from time to time, as provided in this Agreement. Both parties recognize and will work cooperatively to ensure that all people supported by the Association be supported to live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively.

**ARTICLE 1 - RECOGNITION**

- 1.01 The Association recognizes the Union as the sole and exclusive bargaining agent for all residence, townhouse and apartment employees of Brampton Caledon Community Living in Brampton, save and except Residential Managers, persons above the rank of Residential Manager, Associate Families, and persons employed for a definite term or task.
- 1.02 Whenever the masculine pronoun is used in this Agreement, it includes the feminine pronoun when the context so requires.
- 1.03 When newly funded client services that create or affect bargaining unit positions are being implemented, management will notify the Union before implementation to discuss wages, hours of work and other responsibilities of the program.
- 1.04 1) A full-time employee is one who is regularly scheduled to work more than twenty-four (24) hours per week.

- 2) A regular part-time employee is one who is regularly scheduled to work twenty-four (24) hours or less per week and has made a commitment to be available for work on a continuous pre-determined basis.
- 3) A casual part-time employee is one who is scheduled to work on an intermittent or irregular short notice basis according to Association requirements and for twenty-four (24) hours or less per week.

#### 1.05 **Job Security**

Employees shall not be laid off, demoted or have hours of work reduced as a result of work being contracted out or performed by non-bargaining unit persons. This provision does not require the Association to replace bargaining unit employees who have terminated or retired from their employment with the Association.

#### 1.06 **Training**

If new or greater skills are required by employees, the affected employees will be provided with the required training at the expense of the Association. All time spent in Association mandated training will be paid at the employee's applicable rate of pay and considered time worked.

### **ARTICLE 2 - DISCRIMINATION**

- 2.01 The Association and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its Representatives or members with respect to any employee because of their membership or non-membership in the Union and that there will be no Union activity, solicitation for membership or collection of dues on the Association's premises or during an employee's working hours, except with the written permission of the Association, or as specifically provided for in this Agreement.
- 2.02 The Association and the Union agree to abide by the provisions of the Ontario Human Rights Code and will not tolerate employees being discriminated against or harassed on the basis of any of the prohibited grounds set out in the Code.

### **ARTICLE 3 - NO STRIKES OR LOCK-OUTS**

- 3.01 The Association shall not cause or direct any lock-out of its employees and the Union shall not cause, direct or consent to any strike or other cessation of work, refusal to work or to continue to work by employees in combination or in concert of in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees to restrict or limit the operations of the Association.
- 3.02 During the term of this Agreement, the Union and employees agree that there will be no picketing of any locations owned or operated by the Association.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges and recognizes that the management of the Association and the direction of the working force are fixed exclusively with the Association and shall remain solely with the Association, except as specifically limited by express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Association to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees provided that a claim of discharge without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) Determine in the interest of people supported, efficient operation and highest standard of service, classification, hours of work, work assignments, method of doing the work and the working establishment for any service;
  - (d) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
  - (e) Make and enforce and alter from time to time rules and regulations to be observed by all employees. The Union shall be notified of new Association Policies, which are applicable to the bargaining unit.
- 4.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

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

- 5.01 All employees covered by this Agreement, whether Union members or not, shall be required to pay dues.
- 5.02 Subject to Article 5.01, the Association agrees to deduct from the first payroll of each month from all employees covered by this Agreement the dues prescribed in writing by the Union, and to remit these to the National Secretary-Treasurer of the Union monthly. The Association shall provide the Unit Vice President on a monthly basis with a list containing the names of bargaining unit employees from whose wages deductions have been made, the names of new hires into the bargaining unit, the names of employees who were terminated, resigned or retired from the bargaining unit in the previous month.

- 5.03 Employees covered by this Agreement shall have dues deducted from their wages, whether or not they become Union members, and such dues shall be forwarded to the Union as set out in Article 5.02.
- 5.04 The Union shall indemnify and save the Association harmless against any and all claims, demands, suits or other forms of liability that may arise out of any action taken or not taken by the Association for the purpose of complying with any of the provisions of this Article.
- 5.05 The Union will notify the Association of the names and addresses of the Officers of Local 966 and the amount of monthly dues.
- 5.06 A Representative of the Union shall be allowed an opportunity to have an orientation session with each new employee during working hours who has completed their probationary period for up to fifteen (15) minutes for the purpose of discussing Union membership. The Association will advise employees of this article upon hire.
- 5.07 The Local Union shall be supplied with a list of the employees in the bargaining unit. The list will include each person's name, job title/classification, employee's employment status (full time, part time, casual), home address, home telephone/cellular number (as provided by the employee), and personal email address (where such information is provided to the employer) as of January 15 and July 15 of each year. This list shall be in an electronic format and a copy shall be forwarded to the Recording Secretary of the Union.
- 5.08 At the same time that income tax slips (T-4) are made available, the Association shall type on the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Association agrees to recognize the following Local Union representatives: Local Executives, Unit Vice President, Chief Steward at any one (1) time, who have been appointed or elected by the Union from amongst the membership who are covered by this Agreement and who have completed their probationary period. The purpose of the Stewards is to assist the membership in presenting grievances to the Association as set forth in this Agreement. The Union will notify the Association of their names in writing, before the Association shall be required to recognize them.
- 6.02 (a) The Union recognizes and agrees that a Steward has their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by a Steward during working hours, in order to assist an employee in presenting their grievance. In accordance with this understanding, the Association agrees to compensate a Steward the grievor at their regular straight time hourly rates for the time lost from their regular working hours when servicing grievances hereunder, provided that a Steward and the grievor first obtain permission of their Supervisors before absenting themselves from their duties, which permission will not be unreasonably withheld. The Association reserves the right to limit the time spent in the servicing of a grievance if it deems the time taken to be excessive.

- (b) In the event that the Association decides that any disciplinary action including suspension and/or discharge is warranted against an employee, a Union Steward shall be in attendance when such action is taken, unless otherwise requested by the employee. If a Union Steward is unavailable, a Local Union Officer shall be present and if no officer is available, another employee, chosen by the employee being disciplined, shall attend. An employee not wishing to be represented must make this indication in writing, with a copy to the Union.
- 6.03 The Association agrees to meet with the Unit Vice President or their designate and a Steward, if required, to attend meetings convened in accordance with Step 2 of Article 7.02. The Association agrees to compensate the Unit Vice President or designate, providing that the designate is an employee of the Association, and the Steward, if required, on the same basis as provided in Article 6.02 for time lost from regular working hours while meeting with the Association at this grievance meeting.
- 6.04 The Association agrees to recognize a negotiating committee composed of four (4) Representatives of the Union, one of the members will be the Unit Vice President. The Management Committee will consist of up to four (4) members, whose function shall be to negotiate renewals of this Collective Agreement as provided for in Article 22. The Association agrees to compensate the bargaining unit members of the negotiation committee for time lost from regular working hours while meeting with the Association's four (4) members on the same basis as provided for in Article 6.02 above, until either party requests the Minister of Labour to appoint a Conciliation Officer. In addition, both the Association and the Union may have a consultant in attendance.
- 6.05 All correspondence from the Association to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union and the National Representative. The Union shall inform the Association in writing of the name and address of the Recording Secretary of the Union and the National Representative, and of any changes as they occur.
- 6.06 **Labour Management Committee**
- The Association and the Union shall each name three (3) Representatives to a Labour Management Committee which shall meet not less than four (4) times per calendar year, at times mutually agreed upon by the parties. Each party shall provide the other with agenda items at least five (5) days in advance of these meetings. The purpose of the meetings will be to discuss matters of mutual concern to those in attendance. It is expressly understood that any individual matter which could be processed pursuant to the grievance or arbitration procedures provided under the Agreement shall not be discussed at these meetings. An Association and a Union Representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings. Minute taker of each meeting of the Committee shall be designated at the meeting, and minutes will be signed by the joint Chairpersons as promptly as possible after the close of each meeting.

The Association, the Union and the CUPE Representative shall each receive copies of the minutes.

6.07 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to:

- 1) be forwarded to the Unit Vice President, and
- 2) will be made available through the Assistant to the Executive Director.

6.08 The Employer and the Union recognize their obligation to provide and maintain a safe and healthy workplace and comply with the duties and responsibilities under the Occupational Health and Safety Act and its Regulations as may be amended from time to time.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 It is the mutual desire of the parties to this Agreement that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until they have first discussed their complaint with their immediate supervisor or designate. Any complaint arising under this Agreement relating to the interpretation, application or alleged violation of the Agreement shall be submitted in writing within five (5) working days after the circumstances giving rise to the complaint have occurred or originated and shall be processed and dealt with in accordance with the terms and provisions set forth in this Article. Upon notification to the immediate supervisor or designate the employee may, if they wish, be accompanied by their Steward. The immediate supervisor or designate shall deliver their decision in writing within three (3) working days following the date on which the complaint was presented to them.

### **7.02 Step 1**

If the complaint submitted under 7.01 is not settled, the employee shall within five (5) working days of the immediate supervisor's or designate response under 7.01, submit a written grievance, signed by them, to their immediate supervisor or designate. The nature of the grievance, the remedy sought and the sections 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 limits provided herein shall be deemed to have been settled. The immediate supervisor or designate shall deliver their decision in writing within three (3) working days following the day on which the grievance was presented to them.

Failing settlement then:

**7.03 Step 2**

Within three (3) working days following the decision under Step 1, the employee shall submit the written grievance to the Executive Director or their designate. The Executive Director or their designate will meet with the Unit Vice President or their designate, Steward, if required, and Grievor, if required to review the grievance. A Representative of the Union may attend the meeting if requested to do so by either party. In the event a Representative of the Union is requested to be in attendance, the Association may also have a consultant in attendance. The Association shall be advised by the Unit Vice President, in writing at least forty- eight (48) hours in advance of the meeting, if a Representative of the Union will be in attendance. A decision in writing will be rendered within three (3) working days from the date on which the grievance meeting was convened. In the event the decision of the Executive Director is not satisfactory to the Union, the Union may refer the matter to arbitration, in accordance with the provisions of this Agreement. If no written request for arbitration is received within ten (10) working days from the date of the decision under this step, the grievance shall be deemed to be settled.

**7.04 Policy Grievance**

It is agreed that a grievance arising directly between the Association and the Union shall be originated under Step 2 above within five (5) 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 a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed.

**7.05** All agreements reached under the grievance procedure between the Representatives of the Association and the Representatives of the Union shall be final and binding upon the Association, the Union and the employees. All time limits referred to in the grievance procedure and the arbitration procedure shall be construed as mandatory and failure to comply with any time limit shall be deemed an 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.

**7.06** For the purposes of Article 6, 7, 8, and 9 the words “working days” shall not include Saturdays, Sundays, or Paid Holidays.

**ARTICLE 8 - ARBITRATION**

- 8.01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of the Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as set forth below. If no written request for arbitration is received within ten (10) working days from the date of the decision under Step 2 above, the grievance shall be deemed to have been settled.
- 8.02 When either party request that a grievance be submitted to arbitration as hereinbefore provided, the following procedure shall apply:
- (a) The party referring the grievance to arbitration shall submit such notice in writing to the other party as provided within the time limits set out in Article 8.01.
  - (b) Such request shall specify the name(s) of the single Arbitrator proposed to hear the grievance.
  - (c) Within ten (10) working days of receipt of the above notice the responding party shall accept the Arbitrator proposed or shall propose alternative Arbitrators and notify the party referring the grievance to arbitration.
  - (d) Should there be no agreement by the parties as to the Arbitrator to hear the grievance within the time limits set out in (c) above, they shall then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.
  - (e) Notwithstanding the foregoing, once the grievance has been submitted to arbitration, the parties may, upon mutual agreement, appoint and share the cost of a mutually agreeable mediator to assist the parties in resolving the grievance. Time spent in mediation by bargaining unit union representatives and the grievor(s) will be considered time worked. Provided the parties agree, there shall be no limit on the number of grievances submitted for a single mediation session. Any evidence that either party intends to refer to mediation will be provided to the other party at least five (5) days in advance of the mediation. Any mutually agreeable resolution will be binding on the parties and the grievor(s) and will be without prejudice or precedent unless otherwise specified in the parties' agreement. Any matter that is unresolved will continue to arbitration and will follow the process outlined below.

- 8.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 8.04 The Arbitration Board or Arbitrator, as appropriate, shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter shall be dealt with at arbitration which has not been properly carried through all the previous steps of the grievance procedure.
- 8.05 The written decision of the majority of the Board of Arbitration or Arbitrator, as appropriate, shall be final and binding upon the Association, the Union and the employees.
- 8.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.
- 8.07 The parties may agree to extend or waive any of the limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.
- 8.08 (a) Notwithstanding the foregoing provisions of this Article, the Association or the Union may request that the grievance be submitted to a Board of Arbitration.
- (b) When either party requests that the grievance be submitted to a Board of Arbitration, it shall make such request in writing addressed to the other party as provided within the time limits set out in Article 8.01 and at the same time, nominate an arbitrator to the Board of arbitration. Within ten (10) working days thereafter, the other party shall nominate an arbitrator and notify the other party. The two arbitrators so appointed shall confer immediately and shall attempt to select, by agreement, a Chairperson for the Board of Arbitration within ten (10) working days from the date such other party has nominated its arbitrator. If they are unable to agree upon such a Chairperson, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

## **ARTICLE 9 - DISCHARGE**

- 9.01 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 2 of Article 7.02 of the grievance within four (4) working days after the date of such discharge and the time limits set out with respect to that step shall appropriately apply.

- 9.02 Such special grievance may be settled under the grievance and arbitration procedures by:
- (i) Confirming the Association's action in discharging the employee;
  - (ii) Reinstating the employee with full compensation and seniority for the time lost; or
  - (iii) By any other arrangement agreed to by the parties or decided by the appointed Arbitrator or Arbitration Board.
- 9.03 An employee shall have reasonable access to their personnel file in the presence of the Human Resources Manager or their designate, provided at least three (3) working days' notice of such request is given. Such request shall be in writing.
- 9.04 Copies of any written disciplinary action which have been placed in an employee's personnel file shall be removed after a period of twenty-four (24) months provided the employee's record has been discipline free during this twenty-four (24) month period.
- 9.05 Where the Association receives a written complaint from a third party or originates a written complaint about the conduct or work performance of an employee, the Association will notify the employee of the complaint within ten (10) working days of the receipt of the complaint in the event that the Association intends to treat the complaint as part of the employee's record. A copy of such notice will be provided to the Union. This notice shall include particulars of the conduct or work performance which led to such complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee in regard to discharge, discipline, promotion, demotion or other related matters. This Article shall be applicable to any complaint or accusation received from a third party which may be detrimental to the employee's advancement or standing with the Association, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression or dissatisfaction shall become part of their record.

## **ARTICLE 10 - SENIORITY**

- 10.01 The following shall apply to an employee who is newly hired or placed in the bargaining Unit.

Such employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list until after such time as:

- (i) they have completed six (6) months of continuous active service as a full-time employee in the bargaining unit; or
- (ii) they have completed eight hundred and forty (840) hours worked as a regular part-time or casual part time employee in the bargaining unit.

It is understood that no employee will be required to complete more than one (1) probationary period.

The layoff or dismissal of a probationary employee shall not be made the subject of a grievance.

10.02 A quarterly updating/posting of the seniority list showing the names and classification of the employees who have completed the probationary period and their most recent date of hire into the bargaining unit will be posted on the Association's bulletin board within thirty (30) days from the commencement date of this Agreement and brought up to date every four (4) months thereafter. At the time of initial posting and subsequent revision, a copy of the seniority list will be given to the Unit Vice President.

10.03 Seniority shall be lost and an employee shall be deemed to have terminated their employment with the Association if they:

- (a) voluntarily quits their employment;
- (b) is discharged and is not reinstated through the grievance procedure as outlined in Articles 7 and 8 of this Agreement;
- (c) fails to report to work within seven (7) calendar days after issuance of notice of recall by registered mail to their last address on record with the Association;
- (d) is laid off for a period in excess of eighteen (18) months
- (e) fails to report for work upon the expiration of any leave of absence granted to them;
- (f) utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) retires or is retired;
- (h) is absent from work for more than three (3) scheduled working days without notifying the employer and without sufficient cause;
- (i) materially misrepresents their qualifications and/or experience;
- (j) in the case of a regular part-time or casual part time employee such employee refuses or is not available to work for six (6) weeks or six (6) consecutive offers, whichever is less, based on written availability;

(k) is not able to drive an Association vehicle or personal vehicle for work purposes, subject to the Human Rights Code.

10.04 In the event that a reduction of the workforce is required, the Association agrees to layoff employees in reverse order of seniority, provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, employees who remain on the basis of seniority are willing and qualified to do the work available. When recalling employees after layoff, those last to be laid off will be first to be recalled, provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the employee to be recalled is willing and qualified to do the work to which they are assigned. Part-time employees shall be laid off before any full-time employees.

10.05 Regular and casual part-time employees may be assigned to temporary full-time or part-time vacancies in accordance with Article 11 of this Agreement. Such temporary work assignments shall not exceed six (6) months, unless an extension is agreed to between the parties.

A part-time employee working on a temporary full-time position shall receive the full-time rate of pay after two (2) months in the position and the full-time rate shall be paid retroactive to the first day worked in the temporary full-time position.

## **ARTICLE 11 – JOB POSTINGS**

11.01 The Association agrees to post notices of all permanent vacancies for ten (10) days. The notice shall indicate the nature of the position, qualifications for the position, city, hours of work and salary range. Temporary vacancies of three (3) months or more shall be filled in accordance with Article 11.02. Temporary vacancies of less than three (3) months may be filled at the discretion of management, without Article 11.02 applying.

11.02 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skill, ability, experience and qualifications are relatively equal between two or more employees, seniority shall be the determining factor when decisions are made with regard to promotions and the filling of permanent full-time or permanent part-time positions within the bargaining unit. Full-time employees shall be considered before part-time employees from a seniority standpoint. All employees shall be notified prior to outside advertising of vacant positions in the bargaining unit so that they may apply for consideration for same.

- 11.03 If within four (4) months of the effective promotion date within the bargaining unit, the successful applicant for such vacancy is unsatisfactory or wishes to revert to their former position, they shall be returned to their former position, wage rate and without loss of seniority provided their former job was in the bargaining unit, and the vacancy shall be filled in accordance with this Agreement based upon the original list of applicants.

#### **ARTICLE 12 - LEAVE OF ABSENCE**

- 12.01 The Association may grant a leave of absence with or without pay to any employee for legitimate personal reasons. Requests for leaves of absence shall be in writing.
- 12.02 The Association shall grant, subject to its staff requirements, leaves of absence, without pay, to employees selected by the Union to attend Union business, i.e. conferences, conventions. The cumulative total leave of absence shall not exceed forty (40) days per year for the entire bargaining unit over the course of the Collective Agreement. Not more than two (2) employees at any time shall be allowed such leave. Where possible, four (4) weeks of notice shall be given to the Executive Director.
- 12.03 It is understood and agreed that employees granted leaves of absence, save and except absences granted under Article 12.02 and under the *Employment Standards Act* 2000 as amended from time to time, will not accrue vacation time or vacation pay after a leave of more than thirty (30) days.

#### **ARTICLE 13 – UNION NOTICES OF ACTIVITY**

- 13.01 The Association will provide space on the Association's intranet for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Union and submitted to the Association for approval before being posted.

#### **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

- 14.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or a limitation upon the hours of work to be done per day or per week or otherwise, nor is it guarantee of working schedules.

- 14.02 The regular assigned hours shall be as follows:
- (a) For regular full-time employees assigned hours shall not exceed eighty (80) hours in a two-week period;
  - (b) For regular part-time employees regular hours shall not exceed forty-eight (48) hours in a two-week period;
  - (c) For casual part-time employees working hours shall not exceed forty-eight (48) hours in a two-week period;
  - (d) For regular overnight support workers assigned hours shall not exceed ninety (90) hours in a two (2) week period.
- 14.03 Working schedules for regular full-time employees and regular part-time employees will be posted at least two (2) weeks in advance of the first working day in the schedule. In the event that a full-time employee's shift or hours and/or days of work are changed by the Association, forty-eight (48) hours advance notice must be given. In the event of an emergency, the provisions of this Article may be waived, but a premium rate of one and one-half (1½) times the hourly rate will be paid for all hours worked to the completion of the forty-eight (48) hour notice period.
- 14.04 The Association may allow an exchange of shifts at the request of two employees, provided the Association's approval is obtained in advance and that no additional costs result to the Association in such an exchange of shifts.
- 14.05
- (a) If a regular full-time employee is authorized to work and does work in excess of eighty (80) hours in a bi-weekly period, they will receive an overtime premium for the excess hours so worked at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay.
  - (b) If an Overnight Support Worker is authorized to work and does work in excess of eighty-eight (88) hours in a bi-weekly period, they will be entitled to receive an overtime premium for the excess hours so worked, at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay.
- 14.06 It is understood that there will be no duplication of premiums under this Agreement or pyramiding of overtime.
- 14.07 Employees shall not be subject to layoff during regular hours to equalize any overtime worked.
- 14.08 Overtime hours for full-time staff shall be assigned on a voluntary basis. Where circumstances result in overtime being necessary in order to provide support, the Association shall have the right to require employees to work overtime. Where such overtime is required and there are no qualified volunteers at the work

location, the Association shall have the right to assign the overtime to the qualified employee (at the work location) with the least seniority.

14.09 In preparing schedules, the Association will adhere to the following objectives for full-time employees on regular shifts (i.e. eight (8) hours per day):

- 1) The Association shall guarantee two (2) weekends off in four (4).
- 2) No split shifts.
- 3) Where a full-time employee is required to work Christmas Day, the Association will schedule the full-time employee off on New Year's Day and vice-versa.

For purposes of this Article, a weekend is defined as Saturday and Sunday.

The request for a change in work schedule will be subject to the approval of the Manager, or their designate, and such approval shall not unreasonably be withheld, provided there is no additional cost to the employer.

- 14.10
- (a) An employee in the bargaining unit who is called in to work outside of their regularly scheduled shift to perform additional work shall be compensated at their regular straight time hourly rate of pay for a minimum of three (3) hours provided that such employee performs any work assigned to them by the Association for such three (3) hours.
  - (b) The provisions of (a) above shall not apply when such employee is called into work immediately prior to the start or immediately following the end of their regularly scheduled shift.

## **ARTICLE 15 - PAID HOLIDAYS**

15.01 For the purposes of this Agreement, the following days will be recognized as paid holidays:

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

In addition to the foregoing, and subject to the qualifying criteria in Article 15.02, a full-time employee employed in the bargaining unit as a full-time employee on December 21, 2007 shall be entitled to two (2) additional floating holidays during each contract year of this Agreement. These additional floating holidays shall not be premium days and in selecting the dates for observation of the floating holidays, consideration will be given to the wishes of the employees, but failing mutual agreement, the Association's decision will govern.

- 15.02 The Association agrees to pay an employee Holiday Pay calculated in accordance with the provisions of the *Employment Standards Act*, 2000 provided they work their scheduled day of work immediately preceding the day of the paid holiday and work their scheduled day of work immediately following the paid holiday, unless excused in writing from doing so by their Supervisor.
- 15.03 An employee who is required to work on a paid holiday will be paid for authorized work performed on such day at the rate of one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked and in addition, provided they are qualified, their holiday pay for the paid holiday, or the Association may, with the agreement of the employee concerned, substitute another working day for the paid holiday, which day shall not be later than the next annual vacation of the employee and the day so substituted shall be deemed to be the paid holiday. Full-time staff are allotted sixty (60) days to use their Victoria Day stat.
- 15.04 Should any of the above paid holidays fall during the employee's vacation period, the employee will be given an extra day's holiday with pay.
- 15.05 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 their supervisor.
- 15.06 Should any of the above paid holidays fall on an employee's scheduled day off, the employee will be given another working day off for the paid holiday, which day shall not be later than the next annual vacation of the employee with the agreement of the employee concerned.

#### **ARTICLE 16 - VACATIONS WITH PAY**

- 16.01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from July 1<sup>st</sup> of any year to June 30<sup>th</sup> of the following year.
- Regular full-time employees shall be entitled to vacation with pay, based on the length of continuous service in the bargaining unit as a full-time employee as of June 30<sup>th</sup> of the vacation year in question as follows:
- (a) Regular full-time employees who have less than one (1) year continuous service as a regular full-time employee in the bargaining unit as of June 30<sup>th</sup> shall be entitled to a vacation with pay at their regular straight time hourly rate of 1.25 days per completed month of employment, to a maximum annual vacation of fifteen (15) working days.
  - (b) Regular full-time employees who have completed one or more years of continuous service as a regular full-time employee in the bargaining unit as of June 30<sup>th</sup>, but less than three (3) years of continuous service shall receive an annual vacation of three (3) weeks with pay at their regular rate.

- (c) Regular full-time employees who have completed more than three (3) years of continuous service as a regular full-time employee of the bargaining unit as of June 30<sup>th</sup>, but less than seven (7) years of continuous service shall receive an annual vacation of four (4) weeks with pay at their regular rate.
- (d) Regular full-time employees who have completed more than seven (7) years of continuous service as a regular full-time employee in the bargaining unit as of June 30<sup>th</sup>, shall receive an annual vacation of five (5) weeks with pay at their regular rate.

16.02 Regular part-time and casual part-time employees will receive vacation pay calculated at the rate of six percent (6%) of earnings during the vacation year, which shall be the period from July 1<sup>st</sup> of any year to June 30<sup>th</sup> of the next year.

16.03 Except as noted below, vacation time must be taken off during the current vacation year and cannot be accumulated in any subsequent vacation year. An employee may request in writing to their manager authorization to carry over to the subsequent vacation year up to five (5) vacation days. Such carry over of vacation days must be used by October 1 of the subsequent vacation year. Vacations may be taken one (1) day at a time on days mutually agreed.

16.04 Regular part-time and casual part-time employees in the bargaining unit who are promoted after the Date of Ratification to a full-time bargaining unit position shall for the purpose of calculating continuous service for regular full-time vacation entitlement be credited with time worked as a regular part-time or casual part-time employee in the bargaining unit pro-rated on the basis of 2080 hours worked equals one (1) year of continuous service. Upon promotion, this credit shall be added to that employee's full-time continuous service in order to determine their vacation entitlement under 16.01 above.

16.05 (a) The Association shall make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning schedules of vacations resides with the Association. Should more than one (1) employee desire the same vacation time, such vacation period shall be granted according to seniority.

(b) Vacation requests for the following vacation year may be submitted in writing to the Association by March 1<sup>st</sup> and will be dealt with in accordance with 16.05 (a) above by March 15<sup>th</sup>.

Notwithstanding 16.05 (a), seniority shall not apply to vacation requests submitted after March 1<sup>st</sup>. Such requests shall be dealt with in accordance with the date they are received by the Association, which shall be no later than three (3) weeks from the date of receipt. The final decision concerning the schedules of vacations resides with the Association.

(c) All vacation requests must be submitted using the designated request form.

## **ARTICLE 17 - ANNUAL SALARIES**

- 17.01 The Association agrees to pay and the Union agrees to accept for the terms of this Agreement that salaries are set forth in Schedule A as attached hereto.

## **ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE**

- 18.01 Pregnancy and Parental Leave shall be granted in accordance with the provisions relating thereto contained in the *Employment Standards Act, 2000*.
- 18.02 While on pregnancy or parental leave an employee shall continue to accumulate seniority under this Collective Agreement.
- 18.03 The benefits provided in Article 21.02, shall be continued for an employee while the employee is on pregnancy or parental leave pursuant to Article 18. During this period, the Association shall pay 100 percent (100%) of the benefit contributions that the Association is normally required to pay under these Articles while the employee is actively employed and the employee shall prepay the remainder of the cost of the continuation of these benefits during this period.

The total amount of the employee's payments required hereunder to satisfy the continuation of the employee's benefits be deducted from the last pay cheque the employee receives before going on pregnancy or parental leave.

## **ARTICLE 19 - JURY DUTY**

- 19.01 An employee who has completed their probationary period who is called and reports to jury duty, shall be compensated by the Association for the difference between what they receive as compensation for such duty and eight (8) hours pay at their regular straight time hourly rate for each day of jury duty performed when they would otherwise be working, provided that they produce evidence satisfactory to the Association of the time lost from work by reasons of such jury duty and of the amount of compensation received for such duty.

## **ARTICLE 20 - BEREAVEMENT**

- 20.01 In the event of the death of a member of the employee's immediate family, the Association agrees to grant such employee a leave of absence not exceeding five (5) working days and further agrees to compensate the bereaved employee for the time lost from work to a maximum of five (5) working days pay at their regular hourly rate. For the purpose of this clause, immediate family shall mean: mother, father, mother-in-law, father-in-law, spouse, child, brother, sister or common-law spouse. In the event of the death of a grandparent, spouse's grandparents, grandchildren, brother-in-law and sister-in-law to the employee, the Association agrees to grant such employee a leave of absence not exceeding one day and further agrees to compensate the bereaved employee for time lost from work to a maximum of one day's pay at their regular hourly rate.

## ARTICLE 21 - EMPLOYEE BENEFITS

The Date of Ratification referred to in Articles 21.01; 21.02 and 21.03 is February 8, 2012.

21.01 (a) The Association agrees to pay 100% of the premiums to provide the following benefits to regular full-time employees who have completed their probationary period and regular part-time employees (minimum 15 hours) who are employed in the bargaining unit on the Date of Ratification and who have completed their probationary period. Regular part-time employees hired after the Date of Ratification or regular full-time employees who move to part-time or casual status after Date of Ratification or part-time employees who move to casual status after the Date of Ratification are not eligible for the following benefits:

(i) Life Insurance.

(A) For regular full-time employees an amount equal to two times the employee's annual salary.

(B) For regular part-time employees \$25,000.00.

(ii) Vision care (\$350.00 every two years). This amount includes an eye examination for eligible employees and eligible dependents once every two (2) years.

(iii) Extended Health Care Plan in accordance with the SSQ Financial Services Plan in place April 1, 2006.

Paramedical Practitioners maximum of \$350 per covered person\*

\*Note: This is a change from the current amount of \$300

(b) The Association agrees to provide a long-term disability plan for regular full-time employees, the premium for such plan to be paid by the Employer.

21.02 Effective the first day of the month following the Date of Ratification the Association agrees to contribute 100% of the billed premium cost to provide a dental plan for regular full-time employees who have completed their probationary period and regular part-time employees (minimum 15 hours) who have completed their probationary period and who are employed in the bargaining unit on the Date of Ratification provided such employees contribute a flat rate of \$30.00 per family unit and \$12.00 for single unit per month. Regular part-time employees hired after the Date of Ratification or regular full-time employees who move to part-time or casual status after the Date of Ratification or part-time employees who move to casual status after the Date of Ratification are not eligible for dental plan coverage.

Effective the first day of the month following ratification, April 1, 2023, This benefit will provide a coverage equivalent to that included in the 1992 Collective Agreement based on 2018 ODA fee schedule. Employees shall pay 100% of the billed premium cost of dental plan coverage to provide level 3 (dentures) and level 4 (restoration).

- 21.03 The Association agrees to provide sick leave entitlements in accordance with the following principle to regular full-time employees and regular part time employees who were employed in the bargaining unit on the Date of Ratification. Regular part-time employees hired after the Date of the Ratification or regular full-time employees who move to part-time or casual status after the Date of Ratification or part-time employees who move to casual status after the Date of Ratification are not eligible for sick leave entitlement:
- (i) Sick leave (with pay) will be accumulated on the basis of one and one-quarter (1¼) days per month of completed service from date of employment.
  - (ii) Sick leave may be accumulated to a maximum of ninety (90) days.
  - (iii) Sick leave shall be paid for time lost on normal working days.
  - (iv) A medical certificate may be required after three (3) consecutive sick days or when an employee calls in sick three (3) or more times per calendar year for a scheduled shift scheduled between Friday 3:00 p.m. and midnight Sunday.
  - (v) A record of all the unused sick leave shall be kept by the Association and in January of each year each employee shall be given a statement of their accumulated sick leave.
  - (vi) For purposes of this Article 21.03 in the case of regular part-time employees, such employees shall be deemed to accumulate one month of service for each 173 hours worked.
  - (vii) The Association shall grant one (1) personal day per calendar year to an employee which shall be deducted from their accumulated sick leave. In granting this personal day the Association shall give consideration to the wishes of the employee but, failing mutual agreement, the Association's decision shall govern.
- 21.04 In the event that an employee is required to use their automobile on behalf of the Association, the Association will pay an allowance of 50 cents per kilometre upon receipt of an official travel expense form approved by the employee's immediate Supervisor. Upon request, form T2200 will be provided to employees.
- 21.05 All employees shall be covered by the *Workplace Safety and Insurance Act* and will accrue seniority while off work in receipt of WSIA lost time benefits. For the first year of absence on WSIA benefits, the Employer will continue to make benefits contributions as per article 21.

**ARTICLE 22 - PENSION**

22.01 In this Article, the terms used shall have the meaning as described:

"Plan" means the Multi-Sector Pension Plan.

"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;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

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

"Eligible employee" means full-time and part-time employees in the bargaining unit who have completed five hundred (500) hours of service.

22.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3.0%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3.0%) of applicable wages to the Plan.

22.03 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.

22.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

22.05 The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

22.06 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 it 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 22.06 of the Agreement include:

(i) To Be Provided Once Only At Plan Commencement

Date of hire  
 Date of birth  
 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

(ii) 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

(iii) To Be Provided Initially And As Status Changes

Full address  
 Termination date where applicable (MM/DD/YY)  
 Marital Status

22.07 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust 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 hereto as Schedule B.

**ARTICLE 23 - DURATION**

- 23.01 This Agreement shall continue in effect from the Date of Ratification to the 31<sup>st</sup> of March, 2025, and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.
- 23.02 Negotiations will begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.
- 23.03 If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

Dated at Brampton, Ontario this 2nd day of February, 2024.

For the Union:

Clare Rodney  
Clare Rodney (Feb 6, 2024 19:12 EST)

Edwin Spanglin  
Edwin Spanglin (Feb 9, 2024 12:49 EST)

Lorine Cater  
Lorine Cater (Feb 15, 2024 18:30 EST)

Blubin

For the Association:

Anne-Marie Hawkins  
Anne-Marie Hawkins (Feb 6, 2024 08:36 EST)

Deanna Lyver  
Deanna Lyver (Feb 4, 2024 22:48 EST)

Charles Rego  
Charles Rego (Feb 5, 2024 09:16 EST)

Debra Rose  
Debra Rose (Feb 5, 2024 07:59 EST)

**SCHEDULE A WAGE RATES**

<b>Effective April 1, 2021</b>	<b>Start</b>	<b>End of Probation</b>	<b>After One Year of Employment</b>
<b>Full-Time Support Workers</b>	<b>23.88</b>	<b>24.14</b>	<b>24.69</b>
<b>Regular Part-Time Support Workers</b>	<b>19.37</b>	<b>19.62</b>	<b>20.19</b>
<b>Casual Support Workers</b>	<b>18.80</b>	<b>19.08</b>	<b>19.60</b>
<b>Overnight Support Workers</b>	<b>20.20</b>	<b>20.44</b>	<b>20.90</b>

<b>Effective April 1, 2022</b>	<b>Start</b>	<b>End of Probation</b>	<b>After One Year of Employment</b>
<b>Full-Time Support Workers</b>	<b>24.00</b>	<b>24.26</b>	<b>24.82</b>
<b>Regular Part-Time Support Workers</b>	<b>19.47</b>	<b>19.72</b>	<b>20.29</b>
<b>Casual Support Workers</b>	<b>18.90</b>	<b>19.18</b>	<b>19.70</b>
<b>Overnight Support Workers</b>	<b>20.30</b>	<b>20.54</b>	<b>21.01</b>

<b>Effective July 1, 2022 (Includes \$3 PWE)</b>	<b>Start</b>	<b>End of Probation</b>	<b>After One Year of Employment</b>
<b>Full-Time Support Workers</b>	<b>27.00</b>	<b>27.26</b>	<b>27.82</b>
<b>Regular Part-Time Support Workers</b>	<b>22.47</b>	<b>22.72</b>	<b>23.29</b>
<b>Casual Support Workers</b>	<b>21.90</b>	<b>22.18</b>	<b>22.70</b>
<b>Overnight Support Workers</b>	<b>23.30</b>	<b>23.54</b>	<b>24.01</b>

<b>Effective April 1, 2023</b>	<b>Start</b>	<b>End of Probation</b>	<b>After One Year of Employment</b>
<b>Full-Time Support Workers</b>	<b>27.27</b>	<b>27.53</b>	<b>28.09</b>
<b>Regular Part-Time Support Workers</b>	<b>22.69</b>	<b>22.94</b>	<b>23.52</b>
<b>Casual Support Workers</b>	<b>22.12</b>	<b>22.40</b>	<b>22.92</b>
<b>Overnight Support</b>	<b>23.53</b>	<b>23.78</b>	<b>24.25</b>

<b>Workers</b>			
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<b>Effective April 1, 2024</b>	<b>Start</b>	<b>End of Probation</b>	<b>After One Year of Employment</b>
<b>Full-Time Support Workers</b>	<b>27.68</b>	<b>27.95</b>	<b>28.52</b>
<b>Regular Part-Time Support Workers</b>	<b>23.03</b>	<b>23.29</b>	<b>23.88</b>
<b>Casual Support Workers</b>	<b>22.45</b>	<b>22.74</b>	<b>23.27</b>
<b>Overnight Support Workers</b>	<b>23.89</b>	<b>24.14</b>	<b>24.61</b>

All above wage rates include Pay Equity adjustments and eliminate all Pay Equity wage gaps and fully satisfy the employer's obligation under the Pay Equity Act. All positions achieved pay equity April 1, 2009.

**SCHEDULE B**  
**PARTICIPATION AGREEMENT**

The Agreement made this \_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN

Brampton Caledon Community Living

(the "Employer")

AND

**MULTI-SECTOR PENSION PLAN**

by its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 966 of CUPE (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated the 6th day of September, 2006 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated \_\_\_\_\_, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for

which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. 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, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

(i) To Be Provided Once Only At Plan Commencement

Date of hire  
 Date of birth  
 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

(ii) 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

(iii) To Be Provided Initially And As Status Changes

Full address  
 Termination date where applicable (MM/DD/YY)  
 Marital status

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or under the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential Information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

**EMPLOYER:**

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**MULTI-SECTOR PENSION PLAN, by its Trustees**

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**1. LETTER OF UNDERSTANDING – INSURANCE & LEGAL LIABILITY****BETWEEN:****BRAMPTON CALEDON COMMUNITY LIVING**

(the "Association")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 966**

(the "Union")

This letter will confirm that the Association maintains liability insurance in the amount of \$3,000,000.00 covering employees while they are acting within the scope of their employment with the Association.

In the event of claims being made against an employee as a result of their conduct within the scope of their employment with the Association, the Association will support the employee through:

- (a) Payment of legal fees associated with the defense against the action or proceeding, such payment to be as provided for in the contract of insurance between the Association and its insurance carrier.
- (b) Such time off without loss of pay as the employee may reasonably need to deal with the legal proceedings.

The terms of this Letter shall be subject to the following:

- (i) Where the proceeding involves a claim that the employee has committed a criminal offence the Association shall have no obligation to make any payment under the terms of this Letter unless and until the employee is found not guilty of the offence(s) with which they have been charged.
- (ii) This Letter shall be read subject to the terms of the contract of insurance between the Association and its insurer and shall not be read as providing any coverage beyond that contained in the contract of insurance and any revisions thereto. The Association shall provide the Union with a copy of the contract of insurance and any revisions thereto.

Dated at Brampton, Ontario this 2nd day of February, 2024

For the Union:

Clare Rodney  
Clare Rodney (Feb 6, 2024 19:12 EST)

Edward Regun  
Edward Regun (Feb 9, 2024 12:49 EST)

Lorine Cater  
Lorine Cater (Feb 15, 2024 18:30 EST)

Shubin

For the Association:

Anne-Marie Hawkins  
Anne-Marie Hawkins (Feb 6, 2024 08:36 EST)

Deanna Lyver  
Deanna Lyver (Feb 4, 2024 22:48 EST)

Charles Rego  
Charles Rego (Feb 5, 2024 09:16 EST)

Debra Rose  
Debra Rose (Feb 5, 2024 07:59 EST)

**2. LETTER OF UNDERSTANDING – UNION LEAVE OF ABSENCE  
BETWEEN:**

**BRAMPTON CALEDON COMMUNITY LIVING**

(the "Association")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 966**

(the "Union")

The Association agrees to continue an employee's wages and benefits when on an approved Union Leave of Absence under Article 12.02 and that the cost of wages and benefits are reimbursed by the Union to the Association based on actual wages plus the Association's cost of all benefits under Article 21.

The Union agrees to reimburse the Association for any reasonable cost associated with the administration of this Letter of Understanding.

Dated at Brampton, Ontario this 2nd day of February, 2024

For the Union:

Clare Rodney  
Clare Rodney (Feb 6, 2024 19:12 EST)

[Signature]  
Edwina [Name] (Feb 9, 2024 12:49 EST)

Lorine Cater  
Lorine Cater (Feb 15, 2024 18:30 EST)

[Signature]

For the Association:

Anne-Marie Hawkins  
Anne-Marie Hawkins (Feb 6, 2024 08:36 EST)

Deanna Lyver  
Deanna Lyver (Feb 4, 2024 22:48 EST)

Charles Rego  
Charles Rego (Feb 5, 2024 09:16 EST)

Debra Rose  
Debra Rose (Feb 5, 2024 07:59 EST)

**3. LETTER OF UNDERSTANDING – MCCSS WAGE FUNDING**

**BETWEEN**

**BRAMPTON CALEDON COMMUNITY LIVING**

(the "Association")

**BETWEEN**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 966**

(the "Union")

This will confirm the understanding of the parties during negotiations for the Collective Agreement which expires March 31, 2025 with respect to the following:

In the event the Ministry of Children, Community and Social Services ("MCCSS") allocates specific wage enhancements for bargaining unit employees in the fiscal years April 1, 2021 to March 31, 2022 and April 1, 2022 to March 31, 2023, and April 1, 2023 to March 31, 2024, and April 1, 2024 to March 31, 2025 which wage enhancements are:

- (a) over and above any other funding announcements and allocations made to the Association as at the Date of Ratification of this Collective Agreement; and
- (b) received by the Association in the fiscal years April 1, 2021 or April 1, 2022 or April 1, 2023, or April 1, 2024 the Employer shall:

Notify the Union;

Discuss with the Union Negotiating Committee the above-noted specific wage enhancements applicable to the bargaining unit employees less any related cost increases related to required statutory deductions and employee benefits;

It is understood and agreed that the distribution made to bargaining unit employees from such a wage enhancement will be made in accordance with the directives and guidelines under which it is received by the Association.

Dated at Brampton, Ontario this 2nd day of February, 2024

For the Union:

Clare Rodney  
Clare Rodney (Feb 6, 2024 19:12 EST)

Edwina King  
Edwina King (Feb 9, 2024 12:49 EST)

Lorine Cater  
Lorine Cater (Feb 15, 2024 18:30 EST)

Robin

For the Association:

Anne-Marie Hawkins  
Anne-Marie Hawkins (Feb 6, 2024 08:36 EST)

Deanna Lyver  
Deanna Lyver (Feb 4, 2024 22:48 EST)

Charles Rego  
Charles Rego (Feb 5, 2024 09:16 EST)

Debra Rose  
Debra Rose (Feb 5, 2024 07:59 EST)

**4. LETTER OF UNDERSTANDING – JHSC**

**JHSC TERMS OF REFERENCE**

**BETWEEN:**

**BRAMPTON CALEDON COMMUNITY LIVING**  
(the "Association")

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 966**  
(the "Union")

The parties agree to hold a meeting within 60 days of ratification to discuss the existing JHSC terms of reference, including any concerns relating to the composition of the JHSC. The Union may have a CUPE Health and Safety Representative present at this meeting.

Dated at Brampton, Ontario this 2nd day of February, 2024

For the Union:

For the Association:

Clare Rodney  
Clare Rodney (Feb 6, 2024 13:12 EST)

Anne-Marie Hawkins  
Anne-Marie Hawkins (Feb 6, 2024 08:36 EST)

Edwin P. ...  
Edwin P. ... (Feb 9, 2024 12:49 EST)

Deanna Lyver  
Deanna Lyver (Feb 4, 2024 22:48 FST)

Lorine Cater  
Lorine Cater (Feb 15, 2024 18:30 EST)

Charles Rego  
Charles Rego (Feb 5, 2024 09:16 EST)

Blair ...

Debra Rose  
Debra Rose (Feb 5, 2024 07:59 EST)

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