

# COLLECTIVE AGREEMENT

BETWEEN



COMMUNITY LIVING  
FORT FRANCES AND DISTRICT

and

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

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65

Term of Agreement: April 1, 2022 to March 31, 2026

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**COLLECTIVE AGREEMENT**

Between:

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**  
(hereinafter called the "Employer")

of the first part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**  
(hereinafter called the "Union")

of the second part

NOW THEREFORE this Agreement witnesseth:

## **ARTICLE 1- PREAMBLE**

### **1.01 General Purpose**

It is the purpose of this agreement:

- (a) To maintain and improve harmonious relations and settle those conditions of employment between the Employer and the Union as provided in this collective agreement.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services as provided in this collective agreement.
- (c) To work together to encourage high quality service to individual supported and members of the Employer and to foster a public opinion which would motivate support for optimal provisions of programs, services and facilities for individuals with an intellectual disability.
- (d) To promote the morale, well-being and security of all employees.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union agrees that it is an exclusive right of the Employer to:

- (a) Determine and establish standards and procedures for the care, welfare, safety and comfort of the individual supported.
- (b) Maintain order, discipline, efficiency and in connection therewith, to establish and enforce rules and regulations.
- (c) Hire, transfer, lay-off, recall, promote, demote, classify, assign duties, and discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed the probationary period and acquired seniority has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

- (d) Plan, direct and control the work of the employees and the operations of all programs. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, work schedules and the increase or the reduction of personnel in any particular area.

The Employer shall exercise its rights in a fair and reasonable manner and consistent with the provisions of this agreement.

## **ARTICLE 3- RECOGNITION**

### **3.01 Bargaining Unit**

- (a) The Employer recognizes the Canadian Union of Public Employees and its Local 65 as the sole and exclusive bargaining agent for all employees in the employ of the Employer save and except the directors, managers, persons above the rank of director, program supervisors, and administrative assistants, and persons and positions working in central administration including but not limited to persons performing functions related to Finance, Human Resources, Reception, Clinical Coordination, Maintenance Coordination, Public Relations and Communications, and Information Technology.
- (b) Individual supported performing tasks assigned to them by the Employer are not covered by this Collective Agreement. Such individual supported will not in whole or in part replace staff.

### **3.02 No Other Agreements**

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

### **3.03 Application and Definitions**

- (a) This Agreement is fully applicable to all regular part-time employees on a pro-rata basis unless otherwise specified.
- (b) Only those provisions specifically providing that they shall apply to casual employees will apply to such employees.
- (c) In this Collective Agreement:
  - (i) “Casual Employee” is an employee whose employment is irregular and may vary in length from day to day and week to week and is called in on an “as needed basis”
  - (ii) “Regular Part-Time Employee” is an employee who works less than forty (40) hours per week on a regular basis and who has completed their probationary period.

- (iii) “Regular Full-Time Employee” is an employee who has completed their probationary period and is normally employed in a full-time position.
- (iv) (A regular full-time employee or a regular part-time employee who successfully applies for a posted temporary position shall not be considered a temporary employee but rather shall, during the term of the temporary position, continue to be considered as a regular full-time employee or regular part-time employee as the case may be)
- (v) Department shall mean:
  - Inclusive Supports – Fort Frances
  - Inclusive Supports -Employment/Community Participation
  - Inclusive Supports – Rainy River

### **3.04 Use of Volunteers**

Nothing in this Agreement shall preclude the use of volunteers in the performance of any work. It is agreed that volunteers who provide assistance to the Employer shall not be used to replace a bargaining unit employee.

The parties agree that the objective of the above provision is to protect the integrity of the bargaining unit, and that this language is not intended to restrict the Employer’s current practices regarding the use of volunteers.

### **3.05 Government Grant Employees**

This Agreement shall not be applicable to any employee hired by this Employer under any special government grant for extra programs. Government grant employees will not be hired to replace regular employees of the Employer but may supplement these employees with special tasks.

It is agreed that positions shall fall within the scope of this Agreement if the position continues longer than one (1) year.

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 Employer Shall Not Discriminate**

Each of the parties hereto agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced upon any employee because of race, sex, colour, religion, disability or political belief, marital status, sexual orientation, age or national origin or because of membership or activity in the Union. This provision

shall not be deemed to abridge the Employer's right to exercise its management rights as set out in paragraph 2.01.

#### **4.02 Driver's License**

- (a) The Employer will advise the Union of those positions for which the possession of a currently valid driver's license shall be a condition for employment or continued employment.
- (b) The Employer may as it deems appropriate, in its sole discretion, add to or delete from any positions the above condition of employment.
- (c) The Employer agrees that it will discuss the list of exceptions for which a current valid driver's license is a condition of employment and continued employment with the Union at a Labour Management Committee Meeting before the Employer finalizes this list.
- (d) Any employee who is required to possess a current valid driver's license shall notify their supervisor and manager of any change in the status of their driver's license within three (3) days of becoming aware of the change occurring.
- (e) The Employer agrees that it will discuss the list of positions for which a current valid driver's license is a condition of employment and continued employment with the Union at a Labour Management Committee Meeting before the Employer finalizes this list.
- (f) Before the Employer finalizes its position with respect to any employee who has lost their driver's license it shall, if the Union so desires, meet with it to discuss the employee's status and situation.

#### **4.03 No Harassment**

The parties agree to abide by the Employer's violence and harassment policies. The policies will be provided to all shop stewards and posted on all Union bulletin boards.

### **ARTICLE 5- CHECK-OFF OF UNION DUES**

#### **5.01 Check-Off of Payments**

The Employer shall deduct from every employee any dues, in accordance with the Union Constitution and By-Laws. The Union agrees to notify the Employer, in writing, thirty (30) days in advance of any changes in the amount of dues deduction.

## **5.02 Claims and Liabilities**

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.

## **5.03 Deductions**

Deductions shall be made from each regular pay of the employee and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following the date of the deduction. Particulars of the deductions shall be forwarded in writing by the Employer to the Secretary-Treasurer of the Union.

## **5.04 Income Tax Statement**

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each Union member in the previous year.

## **5.05 Union Membership**

All new employees covered by this Agreement shall, as a condition of employment, apply to become members of the Union within ninety (90) days of employment with the Employer.

## **5.06 New Employees**

A new employee will have the opportunity to meet with a representative of the Union, in the employ of the Employer, for a period of up to one (1) hour. The Parties shall make best efforts to ensure that this hour is offered within the first month of an employee's start date, without loss of regular earnings.

The purpose of the meeting will be to acquaint the employee with the representative and the collective agreement.

# **ARTICLE-6 – LABOUR-MANAGEMENT RELATIONS**

## **6.01 Names of Union and Employer Personnel**

The Union will supply the Employer, in writing, the name of its Stewards, officers, and committee members before the Employer is required to recognize them. Likewise, the Employer shall supply the Unit-Chair/National Rep, in writing, with a list of its supervisory personnel with whom the Union may be required to transact business.

**6.02 Bargaining Committee Nominees**

The Union will advise the Employer, in writing, of the nominees to the bargaining committee which shall not consist of more than four (4) employees. Such employees will not lose regular pay for any scheduled hours of work that occur on the day of negotiation meetings with the Employer for the renewal of this agreement unless such negotiation meetings are scheduled for and last for a period of four hours or less.

The parties agree that any other days taken by members of the bargaining committee which relate to collective bargaining, up to two (2) days per member of the bargaining committee, will not count against the cumulative leave total in Article 20.04 ©.

**6.03 Function of Bargaining Committee**

The Bargaining Committee shall engage in collective bargaining with the Employer.

**6.04 Representative for Bargaining**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall have the right at any time to have professional, or Community Living Ontario assistance when dealing with or negotiating with the Union.

**6.05 Correspondence**

All correspondence between the parties arising out of this Agreement or otherwise related to labour relations between CUPE 65 and the employer, shall pass to and from the appropriate Director and the Unit Chair through the Employer's central administrative office with a copy to the Steward and the Union Representative.

**6.06 Labour Management Committee**

- (a) In order to promote harmonious relations the parties agree that a Labour-Management Committee shall be formed.
- (b) Five (5) Union members as designated by the Union will be appointed to the Labour-Management Committee. These members shall be representative of the various services offered by the Employer. One of these five (5) members will be a steward. No more than five (5) representatives of the Employer will be named to the committee. Union members of the Labour-Management Committee shall be allowed one (1) hour preparation time immediately prior to the meeting to prepare for the meeting.

Those members not scheduled to work shall be compensated for time spent during Labour-Management Committee meetings, up to one (1) hour per meeting. This one (1) hour shall not be used in the calculation of overtime pursuant to Article 15

– Overtime.

- (c) The committee will meet to discuss matters of mutual concern however it is understood that the committee will not discuss grievances and shall not have the power to add to, delete from or in any way modify the terms of this Collective Agreement.
- (d) The committee shall meet on a formal basis at an agreed time during which all union members of the committee are at work. Should the committee have shifts that don't allow for this to occur, the committee shall meet for the allotted one (1) hour meeting as 6.06(b). The CEO and the Unit Chair will meet to develop the agenda ten (10) days in advance of the meeting to allow for posting of the agenda. Time spent by employees in attendance at such meetings shall not be treated as time worked for the purpose of calculating overtime pursuant to Article 15 if the meetings occur outside of their regularly scheduled hours. Meetings shall be chaired alternately between the Union and the Employer.
- (e) The Union and the Employer shall ensure that a minimum of two (2) of their respective committee members attend each meeting of the Labour Management Committee.
- (f) Minutes of all committee meetings will be provided to the Board.
- (g) If the Labour Management Committee is unable to resolve an issue raised at a meeting, a special meeting may be scheduled at either party's request to deal with such issue at which a member of the Board will be in attendance.

#### **6.07 Joint Health and Safety Committee**

- (a) The parties agree to comply with the Occupational Health and Safety Act, R.S.O. 1990 C.0.1 as amended from time to time. The parties in particular acknowledge their responsibilities concerning Bill 168, regarding workplace violence and harassment, and agree to work cooperatively to promote the principles of the legislation amongst the workforce. In particular:
  - (i) The employer agrees to provide information, instruction and supervision related to a risk of workplace violence from a person with a history of violent behaviour, in accordance with the OHSA;
  - (ii) The Employer, in consultation with the Joint Health and Safety Committee, will provide educational programs on the prevention of workplace violence, to all employees, during their regular hours of work.
- (b) The Employer and the Union agree that a Joint Occupational Health and Safety Committee comprised of equal representation of the Employer and the Union will continue to operate under a mutually agreeable "Terms of Reference" established and revised by the Committee as required. The joint committee will be co-chaired with the chairing of the meetings alternating between the Employer and the

Union. Union members of the Health and Safety Committee shall be allowed one (1) hour of paid preparation time prior to the meeting to prepare for the meeting.

- 6.08** It is understood that the union representatives on any committee under this collective agreement shall be chosen by the membership of Local 65.02. The union will take all reasonable steps to ensure that committee spots reserved for bargaining unit members are filled on a timely basis.

## **ARTICLE-7 - RESOLUTIONS AND REPORTS OF THE BOARD**

### **7.01 Employer Shall Notify Union**

The Employer shall send copies of all written Board policies pertinent to the bargaining unit after such have been approved by the Board to the Unit-Chair.

### **7.02 Copies of Resolutions**

Copies of all motions, resolutions, by-laws or rules, and regulations adopted by the Board which are directly related to the manner in which the employees are required to perform their work will be available to the employees and the Unit-Chair by mailing same to Box 32, Fort Frances, Ontario, P9A 3M5 and email. This shall not include confidential material.

## **ARTICLE-8 - COMPLAINT AND GRIEVANCE PROCEDURE**

### **8.01 Complaints**

An earnest effort shall be made to settle complaints fairly and promptly in the following manner:

It is understood that an employee(s) will first give the supervisor of the program affected by the employee's complaint an opportunity to adjust the complaint.

An employee or group of employees having a complaint shall, within five (5) days after the circumstance giving rise to the complaint has occurred first take up the complaint (verbally or in writing) with the immediate supervisor of the program affected who will attempt to adjust it. The Supervisor or his designate shall give his response to the complaint (verbally or in writing) within four (4) days and, failing settlement, it may then be taken up as a grievance.

### **8.02 Definition of Grievance**

A grievance shall be defined as any difference between the Employer, the union or (an) employee(s) arising out of the interpretation, application, administration or alleged

violation of the collective agreement and without limiting the generality thereof, shall include grievances arising out of the discharge or the suspension of an employee.

### **8.03 Grievance Procedure**

#### Grievance Step 1

Failing satisfactory settlement of the complaint, the complaint shall be reduced to writing, signed by the grievor, and submitted by a Steward, to the Director or Manager of the affected program. Such written grievance must be submitted within five (5) days after the response to the complaint is given by the supervisor or his designate. The Director or Manager shall respond within three (3) days.

#### Grievance Step 2

Failing satisfactory settlement at Step 1, the grievor, accompanied by the Steward, may submit the grievance, signed by the grievor, within three (3) days to the CEO, who shall render a decision within seven (7) days.

#### Grievance Step 3

Failing settlement being reached in Step 2, or the CEO being unavailable to meet within the time limit, the Union Grievance Committee will submit the written grievance to the Board of Directors within seven (7) days of receiving the CEO's response (or the time provided for such response having expired). The aggrieved employee(s) accompanied by the Union Grievance Committee may attend a meeting to make representations to the Board or to a Committee of the Board struck for that purpose. The Board or Board Committee shall render its decision within fourteen (14) days of such meeting.

#### Grievance Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may, with the written consent of the aggrieved employee(s), refer the dispute to arbitration within fourteen (14) days of receiving the response of the Board of Directors.

### **8.04 Policy Grievance**

Where a dispute involving a question of general interpretation, application, administration or alleged violation of the collective agreement occurs, or in the case of a Union or Employer grievance, Step 1 of the Grievance Procedure may be by-passed.

Such grievance shall be commenced within ten (10) days after the circumstance giving rise to the complaint has occurred.

#### **8.05 Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, with the written consent of the affected employee or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1.

#### **8.06 Grievance on Safety**

An employee, or a group of employees, who is required to work under unsafe conditions shall have the right to file a grievance.

#### **8.07 Replies in Writing**

All grievances and replies to grievances, stating reasons, shall be in writing at all stages.

#### **8.08 Facilities for Grievances**

The Employer shall supply the necessary facilities within its own premises for the grievance meeting, as long as it does not interfere with the operation of such a facility.

#### **8.09 Permission to Leave Work**

In order that the work of the Employer shall not unreasonably be interrupted, no Union Grievance Committee member or Steward shall leave their work to investigate disputes and present adjustments as provided in this Article, without obtaining the permission of the employee's immediate supervisor. Such permission shall be given as soon as reasonably possible. Where such permission is granted the employee shall return to her/his work as soon as reasonably possible and shall notify a supervisor as soon as possible upon her return to regular duties.

#### **8.10 Employer's Grievances**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), by forwarding a written statement of said grievance to the National Representative of the Local Union, providing it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. The National Representative of the Local Union shall give their decision in writing seven (7) days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Article 9 – Arbitration.

#### **8.11 Time Limits**

Time limits provided for in the grievance and arbitration procedure of this Collective Agreement are mandatory. Non-compliance with the time limit(s) will cause the grievance to expire and the grievance will be conclusively deemed to have been finally abandoned.

The parties may agree in writing to extend such time limits.

Time limits set out in Articles 8, 9 and 10 shall be calculated by excluding Saturdays, Sundays and paid holidays as set out in Article 17.01.

A request for the extension of a time limit received before the expiration of that limit will not be unreasonably denied.

**8.12 Definition of Immediate Supervisor**

It is understood that in cases of grievances arising from promotions, transfers and postings, the “immediate supervisor” for the purposes of Step 1 is the supervisor in the program transferred into.

**8.13 Meetings with Employer**

Meetings with the Employer relating to:

- (a) The imposition of discipline (Article 10.02 (c)) OR
- (b) Any step in the grievance procedure

Shall be scheduled by the Employer and shall occur during a steward’s working hours where reasonably possible. Where stewards are required to attend such meetings outside their working hours they will be paid for their time attending such meeting only where there is no other steward at work at the time of the meeting.

**ARTICLE 9 – ARBITRATION**

**9.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee to the Arbitration Board. Within ten (10) days after receipt of the request, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then select an impartial chairperson.

**9.02 Failure to Appoint**

If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

**9.03 Board Procedures**

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this

Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable. The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement, nor give any decision inconsistent with it.

#### **9.04 Decisions of the Board**

The decision of the majority shall be the decision of the Board. When there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties subject to any proper court challenges that may be made by either party; but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, add to, subtract from, or amend any of its provisions, nor give any decision inconsistent with it.

#### **9.05 Expenses of the Board**

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints, and
- (b) One-half (1/2) the fees and expenses of the Chairperson.

#### **9.06 Amending of Time Limits**

If a grievance is not referred to arbitration within the fourteen (14) day period provided in Article 8.03 (Step 4), the grievance will be conclusively deemed to have been finally abandoned unless the parties agree in writing to an extension of that fourteen (14) day period, and shall not form the subject matter of a new grievance.

#### **9.07 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses, provided that sufficient staff remain on duty to staff the Employer's various programs. All reasonable arrangements will be made to permit the conferring parties and the arbitrator or Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer's premises.

#### **9.08 Sole Arbitrator**

The parties may agree upon a sole arbitrator to hear any grievance in which arbitration shall be required under this Agreement and, for this purpose, will exchange the names of proposed arbitrators. Failing agreement between the parties on a sole arbitrator within ten (10) days of notice to submit the matter to arbitration, the matter may be referred to a Board of Arbitration under the provisions of Articles 9.01 and 9.02.

### **9.09 Direct Involvement of Arbitrator**

No person may act as an arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to settle the grievance.

## **ARTICLE 10 – DISCHARGE SUSPENSION AND DISCIPLINE**

### **10.01 Discipline Procedure**

- (a) Where an employee is disciplined by means of a written warning, suspension, or discharge, the Employer shall confirm the same in writing to the employee. An employee's reply to such discipline shall form part of the employee's record.
- (b) All disciplinary actions, including written warnings, suspensions, and terminations shall be removed from the disciplinary record of an employee twenty-four (24) months after it has been given, provided no further disciplinary action has been taken or adverse reports written within the twenty-four (24) month period. In the latter event such record(s) shall not be removed from the employee's disciplinary record until a further twenty-four (24) months have elapsed without further disciplinary action or adverse reports.

### **10.02 Discharge and Discipline Grievances Procedure**

- (a) A probationary employee shall have no right to grieve his discipline or discharge.
- (b) Step 1 of the Grievance Procedure, including the submission of a complaint, shall be omitted in the case of a discharge grievance, but all the remaining provisions contained in Article 8 shall be applicable and complied with in the processing of a discharge grievance.
- (c) The Employer shall notify the Union in advance of any meeting at which disciplinary action may be imposed. The employee will be advised of the right to have a Union Representative present in advance of the meeting. The Employer shall notify the Union in advance of a meeting during which the employee is negotiating with the Employer, and the employee shall be informed of their right to have the assistance of a Representative of the Canadian Union of Public Employees when negotiating with the Employer.

### **10.03 Unjust Suspension or Discharge**

Should it be found upon investigation by a sole arbitrator or Board of Arbitration that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for

all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of a sole arbitrator or a Board of Arbitration, if the matter is referred to such a Board.

#### **10.04 Disciplinary Action**

The following shall be considered grounds for disciplinary action which may include dismissal but shall not deprive the employee of access to the grievance and the arbitration procedures:

- (a) Conducting themselves in such a manner as to cause a dangerous situation or actual or potential harm to a individual supported.
- (b) An employee found to be abusing a individual supported.
- (c) Insubordination.
- (d) Failure to return to their regular scheduled shift after a period of vacation or after a Statutory Holiday or substitute day, unless not reasonably possible.
- (e) Consuming or being under the influence of alcoholic beverages or any substance which prevents an employee from attending at work fit for duty.
- (f) Continued lateness or absence without reasonable excuse.
- (g) An employee leaving their shift before their scheduled time without the consent of their Employer or Supervisor.
- (h) Theft.
- (i) Any other just cause, if upheld by a Board of Arbitration, or sole arbitrator, in the event the dismissal or disciplinary action is grieved by the employee and the grievance proceeds through to Arbitration.

#### **10.05 Disciplinary Timeline**

The Employer shall attempt an investigation into alleged conduct requiring disciplinary action within fourteen (14) days of the Employer discovering the allegation. The Employer shall attempt to implement disciplinary action withing fourteen (14) days of the conclusion of the investigation into the allegation.

Either fourteen (14) day window may be extended by mutual agreement of the parties, or in exceptional circumstances.

## **10.06 No Cumulative Discipline**

When the Employer issues discipline for a disciplinary infraction (the “current” infraction), the Employer may not rely on separate, prior, undocumented, and known employee infractions in its issuance of discipline for the current infraction. The Employer may take into account the principle of progressive discipline.

## **ARTICLE 11- SENIORITY**

### **11.01 Seniority Defined**

- (a) Seniority for regular full-time and regular part-time employees is defined as the length of continuous service with the Employer from the latest date of hire as a regular full-time or regular part-time employee as the case may be.
- (b) Seniority for casual employees shall be separated from full-time and regular part-time and shall accumulate in accordance with the number of actual hours worked. Seniority for such employees shall only be used for the purpose of giving serious consideration when a position becomes open for a regular full-time or regular part-time job.
- (c) In the event two or more casual employees obtain regular full-time or regular part-time positions on the same date, their initial placement on the seniority list for regular full-time and regular part-time employees shall be determined by the total number of hours worked in the casual positions.

### **11.02 Seniority List**

The Employer shall maintain a Seniority List showing the date upon which each employee’s service commenced since latest date of hire. Up-to-date Seniority Lists shall be sent to the Union and posted electronically each program in January and July of each year. Any employee requesting a hard copy shall be provided one.

### **11.03 Probationary Period**

- (a) A newly hired employee, including a casual employee shall be on probation for a period of nine hundred (900) hours worked or one hundred and fifty (150) days worked, whichever is the lesser, from the date of hire. The Employer shall reserve the right to extend the probation period by an additional three hundred (300) hours worked, or additional fifty (50) days worked, whichever is the lesser, in their sole discretion.
- (b) During the probationary period, an employee shall be entitled to all rights, benefits (subject to the carrier’s waiting period) and wage rates as set out in this Agreement, unless otherwise provided in this Agreement.

- (c) A discharge, termination or lay off of a probationary employee shall be in the sole discretion of the Employer, subject to the requirement that the decision is not made in a manner which is arbitrary or discriminatory.
- (d) An employee who has not completed their probationary period and who applies for a posted vacancy shall be considered and treated in the same manner and on the same basis as is provided herein in Article 11.01 (b) for casual employees.
- (e) A casual employee who is awarded a posted vacancy for a regular position, but who has not completed her probationary period at the time the regular position is awarded, must continue her probationary period in the new position. Hours worked in the regular position will count towards both her probationary period and her trial period.
- (f) An employee who has been re-hired by the Employer after an absence of one (1) year or less will not be required to undergo a probationary period, provided they had successfully completed their probationary period in their last period of employment.

#### **11.04 Loss of Seniority**

- (a) An employee shall not lose seniority rights if they are absent from work because of sickness, accident or lay-off for a period of less than twenty-four (24) months, or leave of absence approved by the Employer.
- (b) An employee shall lose their seniority and shall be deemed to have left the employ of the Employer in the event:
  - (i) The employee is discharged for just cause and is not reinstated;
  - (ii) The employee resigns;
  - (iii) The employee is absent from work without sufficient cause or without notifying the Employer;
  - (iv) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified to do so by registered mail, unless through sickness or other just cause, provided they have notified the Employer of such sickness or other just cause, within the said seven (7) days. It shall be the responsibility of the employee to keep the Employer informed, in writing, of their current address;
  - (v) The employee is laid off for a period longer than twenty-four (24) months;
  - (vi) The employee is absent from work on account of illness or disability for a period exceeding twenty-four (24) months, subject to the restrictions provided in the Ontario Human Rights Code, R.S.O. 1990, c. H-19, as amended.

- (vii) The employee is absent from work as a result of an accident or illness for which Workplace Safety and Insurance benefits are paid, for a period exceeding twenty-four (24) months, subject to the restrictions provided in the Ontario Human Rights Code, R.S.O. 1990, c. H-19, as amended.
- (viii) The employee who has been granted a leave of absence of any kind, and overstays their leave, unless they obtain permission or provide a satisfactory explanation.
- (c) A casual employee who assumes a temporary position will continue to accumulate seniority while in a temporary position, on the casual seniority list.

#### **11.05 Notice of Objection**

No objection to employee's seniority status may be taken by the Union or by any employee unless notice of objection is given to the Employer within sixty (60) days after the seniority list has first been posted.

#### **11.06 Temporary Position to Regular Position**

- (a) When a casual employee is in a temporary position that becomes, without any interruption in such service, regular:
  - (i) the casual employee shall be subject to a trial period and will be treated in accordance with Article 12.05(a) starting on the date the employee assumes the position.
  - (ii) if a casual employee successfully completes their trial period as described above, and the temporary position becomes regular, then that employee's date of hire for the purposes of Article 11.01 (a) shall be deemed to be the date on which the employee first assumed the temporary position) .
- (b) In the case of a casual employee who takes a temporary position under this Article and has not completed her probationary period, such employee must complete both the probationary period and the trial periods, which periods shall run concurrently. Both probationary and trial periods must be completed in accordance with this agreement.

### **ARTICLE -2 - PROMOTIONS AND STAFF CHANGES**

#### **12.01 Job Postings**

When a vacancy occurs or a new position is created, other than casual, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position electronically.

## **12.02 Information in Postings**

- (a) Such notice shall contain the following information: nature of position, qualifications, wage or salary rate or range. Although such required qualifications may vary from time to time, they may not be established in an arbitrary or discriminatory manner.
- (b) All job postings shall state: "This position is open to all genders".
- (c) It is agreed that the twenty-eight (28) day work schedule in effect at the time of posting will be made available to employees at the place of posting.

It is agreed that such work schedule will not form part of the job description and may be subject to change once the same expires.

## **12.03 Posting Length and Outside Advertisement**

- (a) All job postings shall be posted for seven (7) calendar days during which time interested employees may apply in writing for the vacancy.
- (b) No outside advertising for any vacancy shall be made until the seven (7) calendar day period referred to in Article 12.03(a) has expired except with the agreement of the Union.

## **12.04 Method of Making Appointments**

- (a) The Employer and the Union agree that in the case of transfers or promotions (other than promotions to positions outside of the bargaining unit) the following shall be the order of priority for factors for consideration:
  - (i) length of continuous service.
  - (ii) current qualifications including ability, knowledge, education, skill and experience.

Where a posting specifies a start date for the vacancy, an applicant must be willing and able to commence work in the posted position on the date set out in the posting. Posted start dates will not be unreasonably set.

- (b) If an employee vacates a position within the first two hundred and eighty (280) working hours in the new position the Employer will not be required to repost the position but may offer it to an applicant from the initial posting, according to the criteria set out in Article 12.04(a).
- (c) The Employer is not required to consider applications for posted vacancies from any regular full-time or regular part-time employee who has been in their current position for less than four (4) averaging periods.

### **12.05 Trial Period**

- (a) Employees selected to fill a vacancy in accordance with Article 12.04 shall be subject to a trial period of one (1) averaging period for regular full-time and regular part-time employees. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee chooses to return to their former position during the trial period, the employee shall be returned to their former position and wage or salary rate without loss of seniority, on a date to be determined by the Employer which is no later than the end of the current averaging period. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage or salary without loss of seniority.
- (b) An employee who, during a trial period successfully applies for another vacancy will be deemed to have abandoned their right to the position in which they were engaged in a trial period.
- (c) An employee who has accepted a temporary position, and who then applies for and is awarded another position (the "NEW" position), will lose their right to return to the temporary position during the trial period in the new position, but may return to their regular position during the trial period.
- (d) An employee who completes a temporary position will return to their most recently held regular (non-temporary) position.

### **12.06 Notification to Employee and Union**

- (a) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant, within the bargaining unit, and a copy posted electronically.
- (b) The Union shall be notified of all appointments, hires, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

### **12.07 Posting During Trial Period**

During the trial period, the position vacated by the successful applicant will not be required to be posted but may be filled by a casual employee.

## **ARTICLE 13 - LAYOFF AND RECALLS**

### **13.01 Definition of Layoff**

A layoff shall be defined as a reduction in the number of regular full-time or regular part-time employees caused by a shortage of work or a reduction in funding or other funding deficiency.

### **13.02 Role of Seniority in Layoffs and Recalls**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, and shall be recalled in order of their seniority, providing they are qualified and willing to perform the available work and provided the remaining employees have the necessary qualifications to perform the available work.

### **13.03 Layoff Procedure**

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

- (a) accept the layoff; or
- (b) displace any employee who has less bargaining unit seniority.

It is understood that a laid off employee must have the required qualifications in order to displace the employee with less seniority as provided in (b) above.

An employee displaced through this procedure will be deemed to have been laid off and will be subject to her/his rights under this clause.

### **13.04 No New Employees**

No new employees shall be hired until those laid off have been given the opportunity to be recalled, provided the laid off employee possesses the qualifications required of new employees for the position and has the ability to perform or learn to perform the duties of the job within a minimal amount of time.

The Employer shall determine the minimal amount of time, as set out herein, having regard to the nature of the position.

### **13.05 Notice of Layoff and Termination**

Where possible, the Employer shall notify regular full-time and regular part-time employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff. If it is not possible to notify regular full-time and regular part-time employees of layoff fourteen (14) calendar days prior to the effective date of layoff, the Employer shall consult with the Union. If the employee has not had the opportunity to work his/her scheduled days within the fourteen (14) days' notice period set out herein, the employee shall be paid for the days for which work was not made available.

In the case of termination of employment without just cause the Employer agrees to provide notice of termination or pay in lieu thereof in the amount of two (2) weeks or as set out in the *Employment Standards Act, 2000*, or its successor legislation, whichever is the greater.

### **13.06 Continuation of Benefits**

- (a) The Employer agrees to pay the Employer's portion of the full coverage for all employee benefit plans for employees laid off for periods of less than three (3) months. In the event of a longer layoff, but not exceeding twenty-four (24) months, employees so affected shall have the right to continue this coverage through direct payments by the employee, provided the carrier agrees.
- (b) In an anniversary year in which a regular full-time or regular part time employee is on layoff, vacation shall be earned as follows:
  - (i) at the rate set out in Article 18 for that part of the year in which the employee is working regular hours.
  - (ii) at the percentage in lieu applicable to casual employees for all casual hours worked during such layoff.
- (c) After three months of layoff regular full time and regular part time employees will receive \$.75 cents in lieu of benefits for all casual hours worked during such layoff.
- (d) A laid off regular full time or regular part time employee will not earn sick leave credits during such layoff, but may use sick leave credits earned prior to the date of layoff, during such layoff.
- (e) In an anniversary year in which a regular full-time or regular part-time employee is on layoff, float days shall be pro-rated based on the portion of the year in which the employee is working regular hours.
- (f) Regular full-time and regular part-time employees on layoff will retain such vacation, float days, statutory holiday, lieu time and sick time credits which they had earned up to the date of layoff until they return from layoff, except such credits as are used during the layoff.

### **13.07 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure in accordance with the time limits contained in Article 8.

### **13.08 Placement on Casual List**

- (a) A regular full-time or regular part-time employee who is subject to layoff may have their name placed on the list of casual employees and the provisions applicable to such casual employees will apply to the laid off regular full-time or regular part-time employee. Such employee will be placed at the top of the casual list in order of seniority and shall be offered casual hours before casual employees.
- (b) Placing a regular full-time or regular part-time employee on the casual list shall not

create for such employee any rights beyond those provided all other casual employees. The provisions of this agreement applicable to regular full-time or regular part-time employees shall apply to such employee as if they had not been placed on the casual list or worked as such except as modified by Article 13.06.

### **13.09 Meeting With Union Regarding Proposed Layoffs**

In the case of a proposed layoff of a permanent or long-term nature, the Employer shall meet with the Union to discuss the circumstances surrounding the proposed layoff and to receive suggestions from the Union as to how to minimize the effects of such layoff on employees.

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

### **14.01 Regular Hours Of Work**

The following provisions are intended to define regular hours of work and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

### **14.02 Fort Frances and Rainy River**

- (a) The regular hours of work on any shift shall be no less than six hours and no more than 12 hours, except in accordance with Article 14.04(c).
- (b) When meal periods are taken in conjunction with individual supported (due to individual supported's needs) they shall be considered part of the regular hours worked.
- (c) Employees shall not be scheduled to work more than seven (7) consecutive days without a day off, nor more than twenty-one (21) working days per twenty-eight (28) day cycle, except in case of emergency and with the consent of the employee.
- (d) Flexible hours may be scheduled by mutual agreement between the Employer and the employee.

### **14.03 Employment**

- (a) The regular hours of work on any shift, shall be no less than 6 hours and no more than 12 hours, except in accordance with Article 14.04(c).
- (b) **Good Impressions**
  - i. The regular hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday to Friday inclusive, the meal period with the individual supported to

be considered as part of time worked, with one (1) hour off for lunch, during which hour, one-half (1/2) of the employees will be required to perform supervision.

- ii. The Employer may schedule work hours to provide staffing for the store front business on Scott Street during times other retail businesses are normally open for business.
- iii. Before opening the store front (Good Impressions) on Saturday, there will be consultation with the Union in order to effect a rotation system or any other equitable arrangement. The store front operation will not open Sunday and the work performed on Saturday is limited to Good Impressions retail outlet and taking orders only.
- iv. Flexible hours may be scheduled by mutual agreement between the Employer and employee

**(c) Supported Employment**

- (i) In order to allow for job placement or related supports of individual supported, the Employer shall meet with the employees directly affected by service in order to mutually agree upon the employee's hours of work. If no agreement can be reached, hours shall be assigned in reverse order of seniority amongst those employees within Supported Employment to perform the available work.
- (ii) Flexible hours may be scheduled by mutual agreement between the Employer and the employee.

**(d) Community Participation**

Flexible hours may be scheduled by mutual agreement between the Employer and the Employee.

**14.04 Working Schedule**

- (a) Days off shall be consecutive and, where practical, shall be planned in such a way as to equally distribute free weekends among employees. The hours and days of work of each employee shall be posted at least four (4) weeks in advance.
- (b) Once posted, the shift schedule shall not be changed without mutual agreement of the employee and the Employer, provided that the Employer may change the shift

schedule in case of emergency or in the case of job placement or related supports for individual supported in accordance with Article 14.03(c)(i).

- (c) In order to provide for flexibility, the Employer may provide for shifts of different lengths than those presently in force. Such changes will not be made without consultation with the union.
- (d) The Employer may hire a person(s) to work exclusively the midnight shifts in the Rainy River and Fort Frances.
- (e) Shift schedule changes and movement within and between departments and programs shall be determined by the Employer in accordance with its operational requirements.
- (f) Employees will not be assigned split shifts as part of their regular schedule.
- (g) When an employee does not work their scheduled shift and a replacement cannot be found, the least senior staff person on site, will be required to remain on site up to a maximum of sixteen (16) hours or until such time a replacement is secured.

The hours worked beyond the end of the employee's scheduled shift shall be paid as a call-in in accordance with Article 14.08 (a).

#### **14.05 Call -In of Casual Employees**

Casual employees will be called-in to work in order of their placement on the casual call-in list.

#### **14.06 Meal Periods**

- (a) All employees will have scheduled a one (1) hour meal period, during any shift of eight (8) hours or more.
- (b) Such meal periods may, for day and afternoon shifts be taken away from the premises. Meal periods during midnight shifts must be taken at the work site.
- (c) The meal periods for employees with scheduled shifts of less than eight (8) hours shall be as follows:

Less than five (5) hours	No meal period
Five (5) hours	Thirty (30) minutes
Six (6) and seven (7) hour shifts	Forty-five (45) minutes
- (d) The parties recognize that individual supported needs take precedence over this meal period and that where it is not possible to take a break on a particular day, such will not entitle the employee to compensatory time off.

#### **14.07 Out of Town Escort**

- (a) Recreation: Employee receives lieu time and/or regular pay not to exceed 12 hours per day at regular rate of pay. Lieu hours will be pre-approved. Employee going on overnight trips shall receive 12 hours per 24 hour day at regular rate.
- (b) Individual Supported Medical Trips: Employee receives lieu time and/or regular pay not to exceed 16 hours per day at regular rate of pay. Lieu hours will be pre-approved. Employee going on overnight trip shall receive 16 hours per 24 hour day at regular rate.
- (c) Unexpected Situations: In addition to the payment provided in (a) and (b) above, if the escort is required to provide services between 11:00 p.m. and 7:00 a.m., she/he will receive lieu time at the regular rate of pay for any time spent caring for the individual supported. This lieu time will be determined by the supervisor upon the merits of each situation.

#### **14.08 Call-in Payment**

- (a) A regular full-time or regular part-time employee who is "called-in" to work by the Employer outside of his/her normal working hours shall be paid the greater of three (3) hours at their straight time rate or time and one half for the hours worked on the call-in.
- (b) An employee is only entitled to one (1) call-in payment for each three (3) hour period.
- (c) A casual employee who has his/her shift cancelled with less than twenty-four (24) hours notice shall receive a minimum of three (3) hours at their regular straight time hourly rate.
- (d) Article 14.08 (a) and (b) above shall not apply to situations in which employees are given the choice as to whether to come in to work or not. This provision shall not be interpreted in a manner which is inconsistent with Article 15 (overtime).

### **ARTICLE 15 - OVERTIME**

#### **15.01 Overtime Defined**

- (a) Good Impressions

All time worked by employees in excess of forty (40) hours per week shall be considered overtime.

- (b) Fort Frances, Rainy River, Employment (excluding Good Impressions)

All time worked by employees in excess of forty (40) hours per week averaged over a four (4) week period shall be considered overtime.

- (c) Overtime Hours

No hours of work shall be considered overtime unless the employee has received the prior approval of the program supervisor to perform such work.

- (d) Casual Employees

For casual employees all hours worked in excess of forty-four (44) hours per week averaged over a four (4) week period shall be considered overtime.

#### **15.02 Compensation for Overtime**

All approved overtime shall be compensated either by overtime premium at the rate of one and one half times the employees regular straight time hourly rate of pay, and shall be calculated and paid out once per averaging period. Upon employee request in writing prior to payroll cutoff date, overtime may be compensated in the form of lieu time off at the rate of one and one half lieu hours for each overtime hour worked. Employees may only bank a maximum of twelve (12) lieu hours in respect of overtime.

#### **15.03 Sharing of Overtime**

- (a) Overtime and call-in time shall be offered to employees in order of seniority provided the employees are willing and trained to perform the available work at the relevant worksite.
- (b) The parties agree that in the event of a dispute or grievance relating to the offering of overtime, the relief available shall be limited to the aggrieved employee(s) being offered the next suitable and available shift within the current or the immediately following averaging period.

#### **15.04 Duplication and/or Pyramiding of Premiums**

Overtime premium will not be duplicated and/or pyramided nor shall other premiums or benefits be duplicated and/or pyramided.

## **ARTICLE 16 – FLOATING HOLIDAY**

### **16.01 Floating Holiday Entitlement**

Each full-time employee and regular part-time employee who has completed one year of service is thereafter entitled to twenty-four (24) hours floating holiday time (pro-rated for part-time employees) per vacation year.

### **16.02 Scheduling of Floating Holidays**

Floating holidays shall be scheduled at a time mutually agreeable between the employee and the Employer during the vacation year. Floating holidays shall be scheduled in accordance with 18.02, and shall be assigned before any vacation may be assigned.

### **16.03 Normal Rate of Pay**

Employees entitled to a floating holiday shall be paid for the same at their regular straight time hourly rate of pay.

## **ARTICLE –7 - PAID HOLIDAYS**

### **17.01 Paid Holidays**

The Employer recognizes the following as paid holidays for employees (including casuals):

New Year's Day	½ Day Christmas Eve
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	½ Day New Year's Eve
Civic Holiday	Family Day
Labour Day	Thanksgiving Day
National Day for Truth and Reconciliation	

### **17.02 Qualifications for Holiday Pay**

In order to qualify for the benefit of Article 17, an employee must meet the requirements to receive holiday pay within the meaning of the *Employment Standards Act, 2000*, or any successor legislation, as prescribed under that *Act*.

### **17.03 Holidays Falling on Day Off**

If a holiday, as defined in 17.01, falls on an employee's scheduled day off, and the employee meets the qualifying conditions in 17.02, such employee shall be compensated in the manner prescribed by the *Employment Standards Act, 2000*, or its successor legislation, for holiday pay.

### **17.04 Holidays Falling on a Work Day**

- (a) When an employee is required to work on one of the holidays defined in Article 17.01, the employee, if meeting the qualifying conditions in Article 17.02, shall receive, in addition to their regular rate of wages for the day worked, one and one half (1 1/2) times the hours worked off (stat hours) in accordance with (c).
- (b) An employee to whom Article 17.04(a) applies, shall be paid for such lieu hours at their regular rate of wages.
- (c) Banked stat hours shall be addressed in the following manner:
  - i. The employee shall request time off to be scheduled within sixty (60) days of the holidays and the Employer shall make reasonable efforts to fulfill the request as per scheduling procedures.
  - ii. In the event that (i) does not occur, the Employer shall make best efforts to assign the employee time off within sixty (60) days of the holiday.
  - iii. In the event that (i) and (ii) does not occur, the Employer shall follow Article 17.06 (Scheduling of Hours Off in Lieu of Holidays) of the Collective Agreement where possible.
  - iv. In the event that (i), (ii), and (iii) do not occur, the Employer shall pay out stat hours accrued in that entitlement year at the end of an employee's entitlement year.

### **17.05 Holidays on Vacation Day**

If one of the above holidays occurs during a regular full-time employee's vacation period, the employee shall be compensated for one (1) vacation day, and if they meet the qualifying conditions in Article 17.02, be compensated in the manner prescribed by the *Employment Standards Act, 2000*, or its successor legislation, for holiday pay, which shall be addressed in accordance with 17.04 (c).

### **17.06 Scheduling of Hours Off in Lieu of Holidays**

Hours off in lieu of holidays shall be scheduled at a time mutually agreeable between the employee and the Employer. Failing designation within sixty (60) days

of the holiday, the Employer may unilaterally assign the lieu day.

## **ARTICLE 18 - VACATIONS**

### **18.01 Vacation Period**

For the purpose of calculating eligibility, the vacation year shall be based on the employees' anniversary date of hire.

### **18.02 Scheduling Vacations**

For scheduling purposes, the vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup>.

- (a) Employees may submit requests for vacation until 11:59 PM on April 1<sup>st</sup>. Subject to the operating requirements of the Employer, vacation requests (including requests for unbroken vacation periods) submitted by 11:59 PM on April 1<sup>st</sup> will be accommodated according to seniority.
- (b) Employees may resubmit request for vacation until 11:59 PM on May 15<sup>th</sup> in respect of that vacation which was not granted in (a). Subject to the operating requirements of the Employer, and subject to granted vacation requests submitted before the April 1<sup>st</sup> deadline in section (a), and subject to the five (5) requests in section (c), vacation requests (including requests for unbroken vacation periods) submitted after April and before 11:59 PM on May 15<sup>th</sup> will be accommodated according to seniority.
- (c) Where more than one (1) employee has requested vacation in the same time period, the Employer will respond to the requests made by the five (5) most senior employees requesting vacation in that time period by April 30<sup>th</sup>. More than five (5) employees may be accommodated whenever possible. In the case of all other vacation requests made by April 1<sup>st</sup>, the Employer will respond as soon as reasonably possible.

### **18.03 Accumulation of Vacation**

Vacations are not cumulative from year to year except with the written approval of the Employer.

#### **18.04 Sick Leave During Vacation**

Where an employee qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for such absence, provided the employee provides a proper medical certificate verifying their sickness and the length thereof. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a time mutually agreed to by the employee and the Employer.

#### **18.05 Vacation Year**

Vacations are earned on the basis of accumulated service and are taken in the following vacation year. The vacation year shall be deemed to be the year following an employee's anniversary date.

#### **18.06 Vacation Pay on Termination or Retirement**

An employee terminating their employment or retiring from employment at any time in their vacation year, before they have their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination or retirement, which shall be paid no later than the next regular payroll date.

#### **18.07 Christmas Break**

The Employer agrees that Good Impressions may not receive individual supported during the period between Christmas and New Year's and that the work days may be reserved for professional development, program development, taking inventory, organization and similar activities.

#### **18.08 Probationary Employees**

An employee who has not completed their probationary period as of employee's anniversary date will receive four (4%) per cent of their gross earnings during the vacation year.

#### **18.09 Vacation for the 1st Year of Service**

An employee who has completed their probationary period and has less than one (1) year of service will be granted eight (8) hours of vacation for each month of continuous service to a maximum of eighty (80) hours.

**18.10 Vacation for Employees with One (1) to Five (5) Years of Service**

An employee who has completed one (1) to five (5) years of continuous service shall receive one hundred and twenty (120) hours vacation for the next vacation year.

**18.11 Vacation after Five (5) Years of Service**

An employee with five (5) or more years of continuous service shall receive one hundred and sixty (160) hours of vacation for the next vacation year.

**Casual Employees - after Five (5) Years of Service**

Casual employees shall, upon completion of five (5) years of continuous service, have the vacation payment increased to six percent (6%). For the purpose of this provision, one year of service shall equal 2080 hours of work.

**18.12 Vacation after Ten (10) Years of Service**

An employee with ten (10) or more years of continuous service shall receive two hundred (200) hours of vacation for the next vacation year.

**18.13 Vacation after Fifteen (15) Years of Service**

An employee with fifteen (15) or more years of continuous service shall receive two hundred and forty (240) hours of vacation for the next vacation year.

**18.14 Additional Vacation after Sixteen (16) Years of Service**

All regular full time and part-time employees with sixteen (16) years or more of continuous service, shall, in addition to the annual vacation set forth in clause 18.14 above, be entitled to one (1) additional day for each year of continuous service to a maximum of seven (7) additional vacation days.

**18.15 Vacation Pay**

Employees shall be paid for their vacation at their regular straight time hourly rate of pay.

**18.16 Vacation for Regular Part-Time Employees**

Regular part-time employees shall receive vacation hours on a pro-rated basis.

### **18.17 Vacation Accumulation While on Leave**

When an employee is absent from work on any leave of absence without pay or any unpaid absence (including but not limited to sick leave or disability leave, but excluding leaves covered by any applicable legislation including pregnancy and parental leave as defined under the Employment Standards Act) in excess of ninety (90) calendar days, the employee's vacation and vacation pay will be pro-rated in accordance with the amount of such absence in excess of ninety (90) calendar days.

An employee returning from an unpaid absence noted above will receive no less than the vacation provided in clause 18.10 in the first year of their return but will receive vacation in the second year of their return applicable to their years of service.

- 18.18** Employees may carry over up to 15% of their vacation entitlement for that vacation entitlement year into the next vacation entitlement year. The Employer may pay out up to 85% of each employee's vacation entitlement for that vacation entitlement year.

## **ARTICLE 19 - SICK LEAVE**

### **19.01 Sick Leave Defined**

- (a) The Employer agrees that it will pay one-hundred percent (100%) of the premiums necessary to maintain in force the present short-term disability insurance plan which shall be governed by the terms and conditions of the carrier.
- (b) Regular full-time employees who meet the eligibility requirements of the short-term disability insurance policy shall receive eighty (80) hours sick leave credits (pro-rated for part-time) at the beginning of each anniversary year. Sick leave credits are a work-related earned benefit which are earned retroactively in the entitlement year such credits are granted. This means that sick leave credits shall be pro-rated when an employee is not actively working (e.g. an employee who takes a six (6) month voluntary leave in a year shall only be entitled to a maximum of 40 sick leave credits in that year). However, such proration shall never result in a deficit of sick leave credits. Sick leave credits may be used when sickness or accident renders an employee unable to work. The Employer may require proof of sickness. Sick leave credits used will be deducted from the total credits. Unused sick leave credits may not be carried over to a subsequent anniversary date. For regular full time and regular part time employees, sick credits may not be applied to additional shifts/extra hours the employee elects to work in addition to their regular schedule.

- (c) An employee shall be required to produce proof of sickness in the form of a medical certificate for any absence of three (3) days or more duration, and where there is reasonable doubt that absenteeism is not due to sickness, the Employer may require proof of sickness by medical certificate for any absence. The Employer will pay for any medical certificates requested in Article 19.01 (d). The Employer is not required to pay for medical certificates required by the benefits carrier.
- (d) An employee shall be allowed to use accumulated sick leave for medical appointments. The employee shall be required to produce proof of the appointment when making a claim pursuant to this Article. Employees will, in all cases attempt to schedule such medical appointments outside of regular working hours.
- (e) Where no one at home other than the employee can provide for the needs during the illness of an immediate member of his/her family, the employee shall be entitled, after notifying her/his supervisor, to use a maximum of three (3) accumulated sick days per calendar year to care for the family member who is ill.

#### **19.02 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his or her credit.

#### **19.03 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. In the event an employee is off on account of sick leave on a statutory holiday, he shall not be deducted sick leave credits but shall be paid for the said holiday.

#### **19.04 Sick Leave During Leave of Absence or Lay-Off**

Subject to clause 11.04, when an employee is given leave of absence for any reason exceeding thirty (30) days, or is laid off on account of lack of work they shall not receive sick leave credits for the period of such absence, but shall retain their accumulated credits, if any, existing at the time of such lay-off or leave of absence. Sick leave credits shall accumulate during leaves of absence less than thirty (30) days.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 Notice of Leave of Absence**

The Employer may grant or refuse a request for a leave of absence without pay, provided that they receive at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience. Applicants when applying must indicate the date of departure and specify the date of return, and such a request shall not be unreasonably withheld.

### **20.02 Approval of Leave of Absence**

If leave of absence is granted, the employee shall be advised in writing with copy to the Union.

### **20.03 Limitation of Activity During Leave of Absence**

Employees who are on leave of absence will not engage in gainful employment on such leave unless prior written permission to take such employment during his/her leave of absence has been given by the Manager. The Union shall be advised of such permission. If an employee does engage in gainful employment while on such leave without written permission of the Manager she/he will be deemed to have quit and will forfeit all seniority rights and privileges contained in this Agreement. This shall not be deemed to include leave of absence for union business. Notwithstanding the above, leave for political (Federal and Provincial election activity in the Province of Ontario only) purposes, paid or otherwise, will not be regarded as gainfully employed, and such request shall not be unreasonably withheld.

### **20.04 Leave of Absence for Union Business**

#### **(a) Full-Time Position with the Union**

Upon application by the Union, in writing, four (4) weeks before the commencement of such leave, the Employer shall grant a leave of absence, without pay, to an employee elected or appointed to a fulltime Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of up to one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

The Union or employee shall notify the Employer, in the written request for leave, of the length of the leave.

Seniority shall accumulate for the employee during such leave. It will become the responsibility of the employee for full payment of all benefits. Vacation credits and any other credits will not accumulate during such leave of absence.

The employee shall notify the Employer of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be entitled to return to his former position at the expiration of the period or to another position in accordance with his ability and seniority, if his former position is not available.

- (b) The Employer shall grant leave of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that in making requests for leave of absence, it will not unduly affect the proper operations of any programs. Consent for such leaves of absence shall not unreasonably be withheld.

- (c) Conditions of Leave of Absence for Union Business

Leave of absence will be granted according to the following conditions:

- (i) No leave of absence will be for more than ten (10) days;
- (ii) Leave of absence will not be requested for more than five (5) employees from the bargaining unit at any one time;
- (iii) The cumulative leave of absence under this Article will not exceed forty (40) days in any calendar year.

- (d) Mode of Payment

Employees on such leave of absence for Union business will be paid their regular wages by the Employer who will be reimbursed by the Union for the amount paid to the employees within forty-five (45) days of the date of the invoice from the Employer.

- (e) Union Notice to Employer

For leaves of absence requested under sub-article 20.04 (b) or (c), the Union must give twenty-one (21) days written notice to the Employer if possible.

## **20.05 Bereavement Leave**

- (a) An employee who has completed their probationary period shall be granted three (3) consecutive days' leave without loss of pay and benefits in the case of death of a mother-in-law, father-in-law, grandparent, daughter-in-law, son-in-law, former guardian or brother-in-law or sister-in-law, step-child and step-parent.

- (b) An employee who has completed their probationary period shall be granted six (6) consecutive days' leave without loss of pay and benefits in the case of death of a parent, spouse, child, brother, sister, common-law spouse or common-law child, grandchild, fiancé, ward and/or foster child or same sex partner.
- (c) Where the burial occurs outside the Rainy River District, a further leave not to exceed seven (7) consecutive days may be granted without pay, with the Employer's approval.

#### **20.06 Leave of Absence for Pregnancy, Parental or Adoption Leave**

- (a) Leave of absence without pay for pregnancy, parental or adoption leave shall be granted in compliance with the Employment Standards Act, 2000 S.O. 2000, c. 41 as amended.
- (b) Such leave of absence for pregnancy, parental or adoption leave is not an illness under the interpretation of this Agreement and credits of the accumulated sick leave plan cannot be used. This does not apply to illness on account of pregnancy prior to taking such leave of absence.

#### **20.07 Leave of Absence Rules**

Where the leave of absence without pay exceeds thirty (30) days:

- (a) The Employer shall pay their share of any and all health and welfare benefits for the first three (3) months except in the case of an employee who commences employment elsewhere during such leave, in which case the employee shall be required to pay 100% of all health and welfare benefits during the Leave of Absence;
- (b) If the leave of absence exceeds three (3) months, benefits coverage may be continued by the employee, provided the employee arranges with the Employer to pay the total cost of the premiums to the Employer for each month period in excess of the three (3) months leave of absence;
- (c) Such employee shall continue to accumulate seniority to a maximum of six (6) months.

#### **20.08 Educational Leave**

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the work force. Accordingly, the Employer agrees that employees with five (5) years employment who wish to further their education related to the Employer's major objectives, shall be permitted up to one year of educational leave

without pay. Benefits based on service and seniority accrued prior to the leave, shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which the employee held prior to the educational leave. Each application for leave shall be judged on its own merits, provided that not more than one (1) person shall be permitted to be away on such leave at the same time. Requests for Educational Leave will not be unreasonably denied.

**20.09 Leave of Absence for National Association for Community Living or Community Living Ontario**

At the request of the employee, the Employer may allow employees to attend conferences, conventions and workshops related to Community Living Associations and Community Living oriented programs with pay and without the loss of seniority. Employees attending such workshops outside of their regular schedule shall be given the option of lieu time or pay for any excess hours. Such excess hours will not count towards the calculation of hours for overtime purposes.

**ARTICLE 21- PAYMENT OF WAGES AND ALLOWANCES**

**21.01 Pay Days**

- (a) The Employer shall pay salaries and wages bi-weekly (26 pay periods per year) in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his or her wages, overtime, supplementary pay and deductions.
- (b) An employee starting employment with the Employer during the term of this Agreement shall be paid the starting rate for their category.

**21.02 Mileage Allowance**

- (a) An employee using their own automobile for the Employer's business shall be paid a mileage allowance of \$0.62 per kilometre. An employee using their private vehicle for business use shall be obligated to have in effect third party liability insurance of not less than one million dollars (\$1,000,000.00) (new employees hired after date of ratification will be required to have two million [\$2,000,000.00] coverage) and an endorsement for the extent of the employee's business use. Where the Employer in writing requires an employee to use the employee's vehicle, the Employer agrees to pay the additional premium for the appropriate endorsement.
- (b) The Employer confirms that the current practice of employees having the option of using their own vehicle to transport individual supported or using alternative methods (i.e. taxi) will be continued.

- (c) At the employee's request on or before January 30, the Employer shall provide employees who use their own automobile for employer's business a T22 for mileage used for tax purposes.

## **ARTICLE 22 - BENEFIT PLANS**

### **22.01 Employer Contributions**

- (a) The Employer agrees to pay for all regular full-time and all regular part-time employees one hundred (100%) per cent of the cost of the present Life Insurance, Dependent's Life Accidental Death or Dismemberment, Medical Supplement and Dental Plans.
- (b) Casual employees shall receive in lieu of fringe benefits fifty-four cents (\$.54) per hour for all hours paid.
- (c) The Employer will delete eyeglass coverage from the current plan, and will agree to the following with respect to eyeglass coverage.

The Employer will reimburse employees for the cost of contact lenses or eyeglasses or laser eye correction surgery prescribed by an ophthalmologist or licensed optometrist and obtained from an ophthalmologist, licensed optometrist or optician, as follows:

- (i) the employee must submit receipts for the purchase of contact lenses or eyeglasses or laser eye correction surgery.
- (ii) The Employer will pay the cost for the employee and her dependents (as defined by the benefit plan), up to a maximum of two hundred dollars (\$200.00), effective date of ratification, in any twelve (12) month period for persons under the age of eighteen (18) or four hundred dollars (\$400.00) in any twenty-four (24) month period for a person eighteen years or over.
- (iii) The Employer will not provide reimbursement for sunglasses, magnifying glasses or safety glasses of any kind.
- (iv) Laser eye correction surgery must be performed by a certified ophthalmologist.
- (d) The Employer will pay up to eighty dollars (\$80.00) toward the cost of a standard eye exam every twenty-four (24) months for each employee and dependent.
- (e) Wellness Benefit: The Employer will contribute to a health and wellness spending account in the amount of five hundred dollars (\$500.00) per regular employee annually. The purpose of the wellness spending account shall be to permit the employee to seek reimbursement for costs directly connected to the promotion and

maintenance of their health and wellness. The Wellness Benefit shall be subject to a waiting period of ninety (90) days.

## **22.02 Pension Plan**

The Employer agrees “o maintain the current "Multi-Sector Pension Plan" in force, as outlined in the Letter of Understanding attached here to. Contributions to the plan shall be made by payroll deduction at a rate of 3.5% employee contribution and 4.0% Employer contribution.

Effective date of ratification, contributions to the plan shall be made by payroll deduction at a rate of 4.0% employee contribution and 4.5% Employer contribution.

Effective April 1, 2010, contributions to the plan shall be made by payroll deduction at a rate of 4.5% employee contribution and 5.5% Employer contribution.

Effective date of ratification, contributions to the plan shall be made by payroll deduction at a rate of 4.5% employee contribution and 6.0% Employer contribution.

## **22.03 Claims for Benefits**

Any claim by an employee for benefits under the benefit plans in Article 22 and/or Article 19.01 (a) is a matter solely between such employee and the insurance carrier. Such claims shall not, therefore, be the subject of a grievance or arbitration under this Collective Agreement. The Employer agrees to continue its present practice of assisting employees (on request) with the filing of insurance claims with the insurance carrier.

## **ARTICLE 23 - JOB SECURITY**

### **23.01 Restrictions on Contracting Out**

In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person or company. This shall not apply to special services required for which the employees may not be fully qualified, or capable of providing or special projects required by or contracted out to Employment Services.

### **23.02 Notice and Disclosure**

The Employer shall provide reasonable notice to the Unit-Chair/National Rep of any planned reductions and / or closures of programs or services, or other types of restructuring which are expected to have a negative impact on job security of bargaining unit members.

Reasonable notice shall be defined for the purposes of this Article to be a minimum of thirty (30) days, or if the Employer has less than thirty (30) days' notice of such events, as much notice as possible.

The Employer shall meet within five (5) working days of the written notice to discuss the events or initiatives which are the subject of the notice.

### **23.03 Job Qualifications**

Should job qualifications change, bargaining unit members will be deemed qualified in their current position.

## **ARTICLE 24 – GENERAL**

### **24.01 Job Descriptions**

The Employer agrees to provide job descriptions for all employees in the bargaining unit, however, the parties expressly agree that the job descriptions do not form part of this Collective Agreement.

### **24.02 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals.

### **24.03 Bulletin Boards and Union Bulletins**

The Employer shall provide a bulletin board at each program, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. There will be no change to the current location of Union bulletin boards without the consent of the Union.

### **24.04 Gendered Language**

Wherever the any personal pronoun is used in this Agreement, it includes all gender pronouns, where the context so requires. Where the singular is used, it may also be deemed to mean the plural, and vice versa.

#### **24.05 Access to Personnel Files**

An employee's personnel file shall be available and open to the employee for their inspection at any reasonable time during the regular working hours provided the employee has provided the Employer with one day's advance notice of the date and time she wishes to review her file. The review of her personnel file shall only be in the presence of her immediate supervisor or any other person designated by the Employer.

#### **24.06 New Programs**

Where new programs are being implemented, management will inform the Unit-Chair before implementation to discuss wages, hours of work and other responsibilities of the new program as it pertains to the bargaining unit.

#### **24.07 Safety Footwear**

The Employer will contribute up to two hundred dollars (\$200.00) per year to regular full-time and part-time employees who require safety footwear for the performance of their duties, after one (1) year of continuous service in the program requiring such footwear, upon presentation of a paid receipt.

#### **24.08 Special Clothing or Uniform Allowance**

The Employer will pay the full cost of any special clothing or uniform required to be worn by an employee when assisting in the job placement of a individual supported.

#### **24.09 Prescription Safety Glasses**

The Employer will provide reimbursement for prescription safety glasses up to four hundred dollars (\$400.00) only for those employees who support grounds keeping operations on a regular basis, and only after one (1) year of continuous service in grounds keeping, upon presentation of a paid receipt.

### **ARTICLE 25 - PROFESSIONAL COLLEGES**

#### **25.01 Professional Colleges**

There will be no requirement for any bargaining unit member to become a member of a College unless required by a Ministry directive, regulation or legislation.

Membership and / or non-membership in the College will not be a matter of discipline nor

a consideration in the firing or being a successful applicant for a position or promotion unless membership in the College or accreditation by the College is required by a Ministry directive, regulation or legislation.

Employees who become members of such college shall not be disciplined under this collective agreement by reason only of discipline being imposed by the College, unless required by law.

## **ARTICLE 26 – WAGES**

### **26.01 Payment of Wages**

The employees shall receive wages as set out in Schedule "A" annexed hereto.

NOTE: Casual employees will receive their regular rate of pay dependent on their qualifications when filling a block of shifts or when temporarily filling a regular position.

### **26.02 Lead Hand**

- (a) The Managers may from time to time, appoint employee(s) to act as "Lead Hand" to perform such additional duties as may be directed from time to time by the Manager and without limiting the generality thereof.
- (b) Seniority shall not apply to the designation of this position on termination thereof since the only relevant factors to be taken into consideration are the employee's willingness to assume such additional duties and the employee's ability to discharge such additional duties, both in the opinion of the Manager and of the employee, from time to time. The lead hand will be paid an additional one hundred dollars (\$100.00) per month for performing such duties.

### **26.03 New – Retroactivity**

Increases to the salary schedule shall be retroactive to the date of the expired Collective Agreement unless otherwise indicated. The employer will provide all retroactivity within thirty (30) days within reaching an agreement on wage increases and/or following written notice of the ratification. All retroactivity will be paid to employees on a separate cheque or direct deposit. Only employees employed as of the date of the ratification of this agreement shall receive retroactive pay.

**ARTICLE 27 - TERM OF AGREEMENT**

**27.01 Duration**

This Agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2026 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within a period of ninety (90) days prior to March 31st, 2026 any year following March 31, 2026 that it desires its termination or amendment.

**27.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement


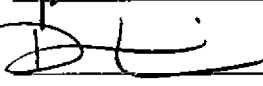
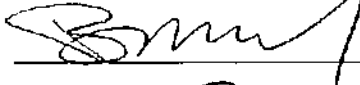

**27.03** The employer agrees to post the collective agreement on its website within 30 days of signing of the collective agreement by both parties. Costs of printing hard copies of the agreement shall be shared equally by the union and the Employer. The Employer will arrange for printing.

THIS AGREEMENT signed this 1 day of March, 2024


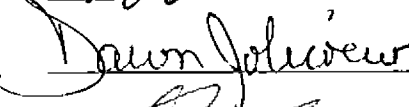
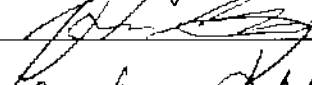
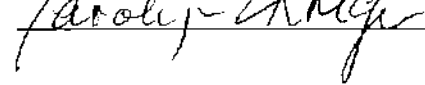
by its authorized representatives who by affixing their signatures acknowledge that they are authorized to sign this Agreement on behalf of the parties hereto.

**Signed on behalf of:**

**COMMUNITY LIVING FORT  
FRANCES AND DISTRICT**

  
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**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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:RC/COPE491

**SCHEDULE "A" EFFECTIVE April 1, 2022 (Base Increase)**

**THE BELOW INCREASES ARE INCLUSIVE OF PAY EQUITY ADJUSTMENTS**

<u>Entry Level</u>		<b>ANNUAL</b>	<b>BI-WEEKLY</b>
RF/T 40 hours per week	\$	52,970.01	2,037.31
RP/T 32 hours per week	\$	42,376.01	1,629.85
RP/T 30 hours per week	\$	39,727.51	1,527.98
RP/T 25 hours per week	\$	33,106.26	1,273.32
RP/T 24 hours per week	\$	31,782.00	1,222.38
RP/T 23 hours per week	\$	30,457.75	1,171.45
RP/T 20 hours per week	\$	26,485.00	1,018.65
(Hourly Rate Equivalent)	\$	<b>25.47</b>	/HR
<b><u>Level I</u></b>			
RF/T 40 hours per week	\$	53,540.03	2,059.23
RP/T 32 hours per week	\$	42,832.03	1,647.39
RP/T 30 hours per week	\$	40,155.02	1,544.42
RP/T 25 hours per week	\$	33,462.52	1,287.02
RP/T 24 hours per week	\$	32,124.02	1,235.54
RP/T 23 hours per week	\$	30,785.52	1,184.06
RP/T 20 hours per week	\$	26,770.02	1,029.62
(Hourly Rate Equivalent)	\$	<b>25.74</b>	/HR
<b><u>Level II</u></b>			
RF/T 40 hours per week	\$	56,073.47	2,156.67
RP/T 32 hours per week	\$	44,858.78	1,725.34
RP/T 30 hours per week	\$	42,055.10	1,617.50
RP/T 25 hours per week	\$	35,045.92	1,347.92
RP/T 24 hours per week	\$	33,644.08	1,294.00
RP/T 23 hours per week	\$	32,242.25	1,240.09
RP/T 20 hours per week	\$	28,036.74	1,078.34
(Hourly Rate Equivalent)	\$	<b>26.96</b>	/HR
<b><u>Casual</u></b>			
Casual Rate	\$	<b>23.18</b>	
In Lieu of Benefits	\$	<u>0.54</u>	
Total	\$	23.72	/HR
<b><u>Sleep Nights</u></b>			
Sleep Night Rate	\$	<b>15.75</b>	/HR

**SCHEDULE "A" EFFECTIVE April 1, 2023 - (Base Increase)**

**THE BELOW INCREASES ARE INCLUSIVE OF PAY EQUITY ADJUSTMENTS**

<u>Entry Level</u>	<u>ANNUAL</u>	<u>BI-WEEKLY</u>
RF/T 40 hours per week	\$ 60,403.20	2,323.20
RP/T 38 hours per week	\$ 57,383.04	2,207.04
RP/T 36 hours per week	\$ 54,362.88	2,090.88
RP/T 35 hours per week	\$ 52,852.80	2,032.80
RP/T 33 hours per week	\$ 49,832.64	1,916.64
RP/T 32 hours per week	\$ 48,322.56	1,858.56
RP/T 30 hours per week	\$ 45,302.40	1,742.40
RP/T 24 hours per week	\$ 36,241.92	1,393.92
RP/T 20 hours per week	\$ 30,201.60	1,161.60
(Hourly Rate Equivalent)	\$ 29.04	/HR
<b><u>Level I</u></b>		
RF/T 40 hours per week	\$ 60,964.80	2,344.80
RP/T 38 hours per week	\$ 57,916.56	2,227.56
RP/T 36 hours per week	\$ 54,868.32	2,110.32
RP/T 35 hours per week	\$ 53,344.20	2,051.70
RP/T 33 hours per week	\$ 50,295.96	1,934.46
RP/T 32 hours per week	\$ 48,771.84	1,875.84
RP/T 30 hours per week	\$ 45,723.60	1,758.60
RP/T 24 hours per week	\$ 36,578.88	1,406.88
RP/T 20 hours per week	\$ 30,482.40	1,172.40
(Hourly Rate Equivalent)	\$ 29.31	/HR
<b><u>Level II</u></b>		
RF/T 40 hours per week	\$ 63,564.80	2,444.80
RP/T 38 hours per week	\$ 60,386.56	2,322.56
RP/T 36 hours per week	\$ 57,208.32	2,200.32
RP/T 35 hours per week	\$ 55,619.20	2,139.20
RP/T 33 hours per week	\$ 52,440.96	2,016.96
RP/T 32 hours per week	\$ 50,851.84	1,955.84
RP/T 30 hours per week	\$ 47,673.60	1,833.60
RP/T 24 hours per week	\$ 38,138.88	1,466.88
RP/T 20 hours per week	\$ 31,782.40	1,222.40
(Hourly Rate Equivalent)	\$ 30.56	/HR
<b><u>Casual</u></b>		
Casual Rate	\$ 26.70	
In Lieu of Benefits	\$ 0.54	
Total	\$ 27.24	/HR
<b><u>Sleep Nights</u></b>		
Sleep Night Rate	\$ 19.13	/HR

**SCHEDULE "A" EFFECTIVE April 1, 2024 - (Base Increase)**

**THE BELOW INCREASES ARE INCLUSIVE OF PAY EQUITY ADJUSTMENTS**

<u>Entry Level</u>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>
RF/T 40 hours per week	\$ 61,921.60	2,381.60
RP/T 38 hours per week	\$ 58,825.52	2,262.52
RP/T 36 hours per week	\$ 55,729.44	2,143.44
RP/T 35 hours per week	\$ 54,181.40	2,083.90
RP/T 33 hours per week	\$ 51,085.32	1,964.82
RP/T 32 hours per week	\$ 49,537.28	1,905.28
RP/T 30 hours per week	\$ 46,441.20	1,786.20
RP/T 24 hours per week	\$ 37,152.96	1,428.96
RP/T 20 hours per week	\$ 30,960.80	1,190.80
(Hourly Rate Equivalent)	\$ 29.77	/HR
<b><u>Level I</u></b>		
RF/T 40 hours per week	\$ 62,483.20	2,403.20
RP/T 38 hours per week	\$ 59,359.04	2,283.04
RP/T 36 hours per week	\$ 56,234.88	2,162.88
RP/T 35 hours per week	\$ 54,672.80	2,102.80
RP/T 33 hours per week	\$ 51,548.64	1,982.64
RP/T 32 hours per week	\$ 49,986.56	1,922.56
RP/T 30 hours per week	\$ 46,862.40	1,802.40
RP/T 24 hours per week	\$ 37,489.92	1,441.92
RP/T 20 hours per week	\$ 31,241.60	1,201.60
(Hourly Rate Equivalent)	\$ 30.04	/HR
<b><u>Level II</u></b>		
RF/T 40 hours per week	\$ 65,145.60	2,505.60
RP/T 38 hours per week	\$ 61,888.32	2,380.32
RP/T 36 hours per week	\$ 58,631.04	2,255.04
RP/T 35 hours per week	\$ 57,002.40	2,192.40
RP/T 33 hours per week	\$ 53,745.12	2,067.12
RP/T 32 hours per week	\$ 52,116.48	2,004.48
RP/T 30 hours per week	\$ 48,859.20	1,879.20
RP/T 24 hours per week	\$ 39,087.36	1,503.36
RP/T 20 hours per week	\$ 32,572.80	1,252.80
(Hourly Rate Equivalent)	\$ 31.32	/HR
<b><u>Casual</u></b>		
Casual Rate	\$ 27.37	
In Lieu of Benefits	\$ 0.54	
Total	\$ 27.91	/HR
<b><u>Sleep Nights</u></b>		
Sleep Night Rate	\$ 19.61	/HR

**SCHEDULE "A" EFFECTIVE April 1, 2025 - (Base Increase)**

**THE BELOW INCREASES ARE INCLUSIVE OF PAY EQUITY ADJUSTMENTS**

<u>Entry Level</u>		<b>ANNUAL</b>	<b>BI-WEEKLY</b>
RF/T 40 hours per week	\$	63,460.80	2,440.80
RP/T 38 hours per week	\$	60,287.76	2,318.76
RP/T 36 hours per week	\$	57,114.72	2,196.72
RP/T 35 hours per week	\$	55,528.20	2,135.70
RP/T 33 hours per week	\$	52,355.16	2,013.66
RP/T 32 hours per week	\$	50,768.64	1,952.64
RP/T 30 hours per week	\$	47,595.60	1,830.60
RP/T 24 hours per week	\$	38,076.48	1,464.48
RP/T 20 hours per week	\$	31,730.40	1,220.40
(Hourly Rate Equivalent)	\$	30.51	/HR
<b><u>Level I</u></b>			
RF/T 40 hours per week	\$	64,043.20	2,463.20
RP/T 38 hours per week	\$	60,841.04	2,340.04
RP/T 36 hours per week	\$	57,638.88	2,216.88
RP/T 35 hours per week	\$	56,037.80	2,155.30
RP/T 33 hours per week	\$	52,835.64	2,032.14
RP/T 32 hours per week	\$	51,234.56	1,970.56
RP/T 30 hours per week	\$	48,032.40	1,847.40
RP/T 24 hours per week	\$	38,425.92	1,477.92
RP/T 20 hours per week	\$	32,021.60	1,231.60
(Hourly Rate Equivalent)	\$	30.79	/HR
<b><u>Level II</u></b>			
RF/T 40 hours per week	\$	66,768.00	2,568.00
RP/T 38 hours per week	\$	63,429.60	2,439.60
RP/T 36 hours per week	\$	60,091.20	2,311.20
RP/T 35 hours per week	\$	58,422.00	2,247.00
RP/T 33 hours per week	\$	55,083.60	2,118.60
RP/T 32 hours per week	\$	53,414.40	2,054.40
RP/T 30 hours per week	\$	50,076.00	1,926.00
RP/T 24 hours per week	\$	40,060.80	1,540.80
RP/T 20 hours per week	\$	33,384.00	1,284.00
(Hourly Rate Equivalent)	\$	32.10	/HR
<b><u>Casual</u></b>			
Casual Rate	\$	<b>28.05</b>	
In Lieu of Benefits	\$	<u>0.54</u>	
Total	\$	28.59	/HR
<b><u>Sleep Nights</u></b>			
Sleep Night Rate	\$	<b>20.10</b>	/HR

CLASSIFICATION ACADEMIC AND EXPERIENCE FACTOR

LEVEL 1

No diploma two (2) years' work experience in a related field recognized by Employer.

A diploma/degree other than in the Social Sciences.

A one (1) year certificate in a related field plus one (1) years' experience in a related field recognized by Employer or,

Two (2) years' experience of continuous employment from date of hire.

LEVEL II

Two (2) year diploma in a related field to Social Sciences recognized by Employer

Two (2) one (1) year related certificates recognized by Employer.

B.A. degree in Social Sciences or higher.

Five (5) years' experience in a skill or trade related to requirements of position.

One (1) year certificate and three (3) years' experience in a related field as recognized by Employer,  
or

Four (4) years' experience of continuous employment with Community Living Fort Frances and District.

In recognition of casual experience with the Employer 1560 hours casual experience will be equivalent to one (1) year experience.

Recognized Diplomas - D.S.W., S.S.W., E.C.E., R.N., C.C.W.  
- Secretarial and Business Diploma  
- Teacher's Aide Diploma

Recognized Degrees - B.S.W., B.A. (Psy)

Recognized Certificates - D.S.W., R.N.A., P.S.W. (One Year Certificate)  
- Teacher's Aid, Behavioral Science  
- Secretarial and Business Certificate

“Secretarial and Business Diploma” and “Secretarial and Business Certificate” to apply to secretarial/office positions only

**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")


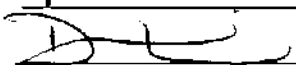
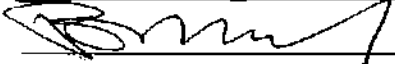
**RE: MERGERS AND AMALGAMATIONS**

In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other agency, the Employer agrees to discuss with the Union the circumstances of any such merger, amalgamation or combination and to receive suggestions from the Union as to how to minimize the effects of such changes on the Bargaining Unit.

Dated this <sup>1st</sup> ~~March~~ 15 day of March, 20 24

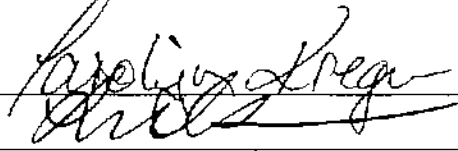

**Signed on behalf of:**

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

  
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\_\_\_\_\_  
Ted Scholten

**Signed on behalf of:**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
\_\_\_\_\_  
David Jolicœur  
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## LETTER OF UNDERSTANDING

**BETWEEN**

### COMMUNITY LIVING FORT FRANCES AND DISTRICT

(Hereinafter referred to as the "Employer")

-and-

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65.02

(Hereinafter referred to as the "Union")


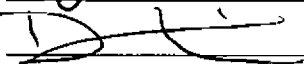
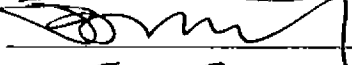

**RE: EXTRA HOURS**

- 1) Extra Hours will be offered, in order of seniority, to all employees once a month according to the following:
  - (a) Preference forms will be submitted by employees who wish to work extra hours in advance of the primary call indicating the hours and days employees are available to work extra hours during the relevant four week averaging period.
  - (b) Regular part-time employees may work no more than forty (40) hours per week averaged over the twenty-eight (28) day averaging period.
  - (c) Rate of pay will be at the regular rate of pay.
  - (d) Employees must not cancel extra hour shifts without reasonable cause once the shift has been assigned to them, or once they have agreed to work the extra hours shift. In the event an employee cancels such extra hours shift without reasonable cause in a twenty-eight (28) day averaging period, they will move to the bottom of the list for the next primary call-through and averaging period.
  - (e) The assignment of hours in accordance with this provision will not alter the status of such employees as contemplated in Article 3.03 (c).
  - (f) Employees will be responsible for checking the schedule and working the scheduled shifts.

Dated this 1st day of March, 20 24

Signed on behalf of:

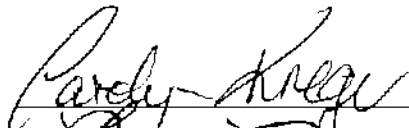
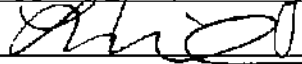
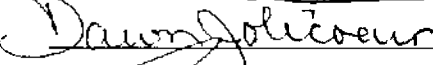

COMMUNITY LIVING  
FORT FRANCES AND DISTRICT

  
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:RC/COPE491

Signed on behalf of:

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: LEGAL EXPENSE INSURANCE**

Employees' coverage under the Employer's Liability Insurance Plan shall be in accordance with the terms and conditions of such Plan. Employees, may on request, review the plan in the Employer's Administration Office.

Only those portions of the policy pertaining to employees will be made available.

The Employer agrees to provide a copy of those parts of the Employer's Liability Insurance Plan, which pertains to bargaining unit employees, to the Union.

The employer further agrees to forward to the Union any changes to the plan which pertain to bargaining unit members.

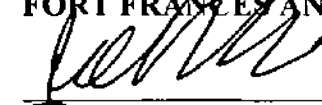

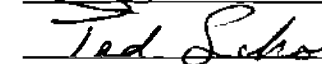
Dated this 15<sup>th</sup> day of March, 20 24



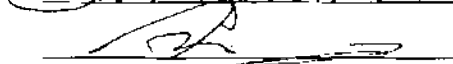
**Signed on behalf of:**

**Signed on behalf of:**

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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Ted Sebath

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**

(Hereinafter referred to as the "Union")

**RE: FILLING OF SHIFTS - SUMMER/CHRISTMAS**

It is agreed that a "primary call" for the three (3) averaging periods twelve (12) weeks which include the July 1 statutory holiday and the August statutory holiday and Labour Day will occur by June 15<sup>th</sup> of each year, unless otherwise agreed.


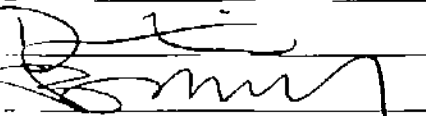
It is further agreed that a "primary call" for the averaging period(s) required to cover the holiday period of December 21<sup>st</sup> to January 3<sup>rd</sup> will occur by November 30<sup>th</sup> of each year, unless otherwise agreed.

Secondary call will occur according to established practice.

Dated this 15<sup>th</sup> day of March, 2024

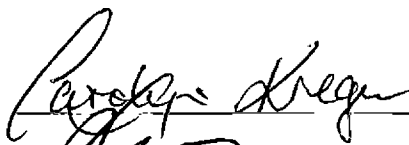
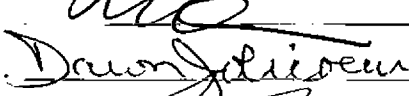
**Signed on behalf of:**

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
**Ted Schotter**

**Signed on behalf of:**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
**Dawn Johnson**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: ADDITIONAL FUNDING**


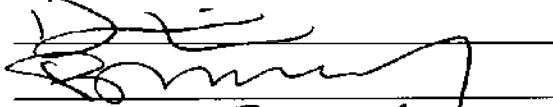

If at any time during the term of the Collective Agreement further wage and/or benefit compensation dollars (which create a surplus beyond the wage or benefit commitments contained in this package) become available, the Union will be notified of the amount of such additional wage and benefit compensation dollars available and be provided the related confirmation of monies from the ministry and Schedule "A" will be amended accordingly.

In the event the monies are targeted to benefits, the Employer will meet with the Union to negotiate improvement benefit enhancements.

Dated this 1st day of March, 2024

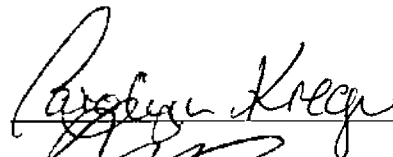
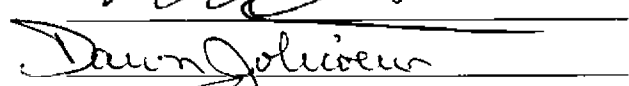

**Signed on behalf of:**

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

  
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**Signed on behalf of:**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: CLAUSE 22.02 - PENSION PLAN**

1. In this letter of Understanding, the terms used shall have the meanings as described:

.01 "Plan" means a retirement vehicle as determined by the Union.

"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 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.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four and-one half per cent (4.5%) of applicable wages and the Employer shall contribute an amount equal to six per cent (6.0%) of Applicable Wages to the Plan.

Effective date of ratification, contributions to the plan shall be made by payroll deduction at a rate of 4.5% employee contribution and 6.0% Employer contribution.

.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.

- .04 The parties agree that the Employer's obligation with respect to the pension plan is limited to the requirement to make payroll deductions as specified herein. 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.

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. In the event a method to relieve the Employer of this increased obligation cannot be negotiated, the Union hereby agrees to indemnify the Employer for any and all additional costs and expenses howsoever incurred by the Employer, directly or indirectly resulting from any requirement to pay such additional costs and expenses.

- .05 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 .05 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 position 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)


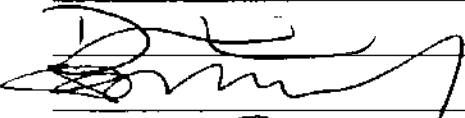
Marital Status

.06 In the event the Union determines the retirement vehicle to be a pension Plan, 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 A.

Dated this 1st day of March, 2024

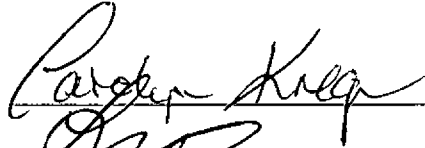
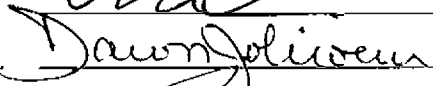
Signed on behalf of:

COMMUNITY LIVING  
FORT FRANCES AND DISTRICT

  
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\_\_\_\_\_  
Ted Schottel

Signed on behalf of:

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02

  
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Dawn Joliveau

**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")




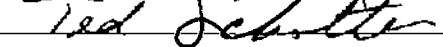
**RE: ADDITIONAL VACATION DAYS**

An employee who has, as of October 2, 2006, earned additional vacation days beyond the seven (7) day cap, will have those additional days frozen at the current level for the remainder of their employment.

Dated this 1st day of March, 2024

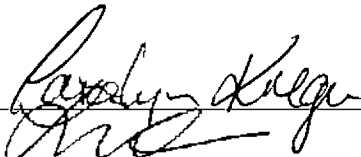

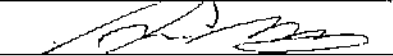
**Signed on behalf of:**

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

  
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**Signed on behalf of:**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: JOINT LOBBY LETTER**


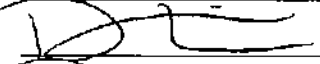
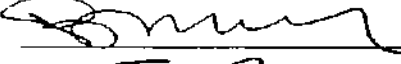
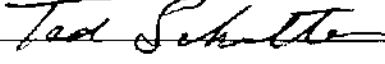
The Employer agrees to continue to participate in lobbying the Provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families.

A key component of this lobby will be for improved wages, benefits, pensions and working conditions for the workers with the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

Dated this 15<sup>th</sup> day of March, 20 24

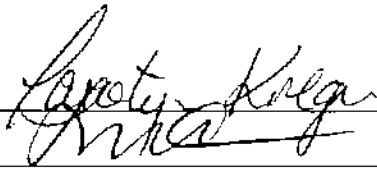
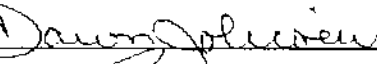
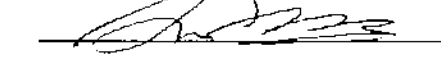
**Signed on behalf of:**

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

  
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**Signed on behalf of:**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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**LETTER OF UNDERSTANDING**

BETWEEN:

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: SLEEP POSITIONS**

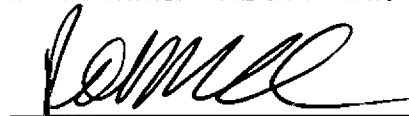
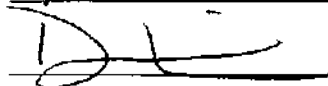
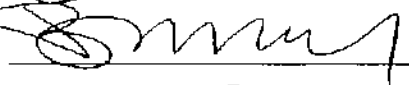

1. This Letter of Understanding shall address Sleep Positions, which shall be defined as those positions during which the employee is expected to sleep for the majority of the shift.
2. Hours spent sleeping in a Sleep Position shall be compensated at the Sleep Night Rate.
3. The Parties agreed that for each Sleep Night shift, at least two (2) hours shall be compensated at their full regular rate.
4. In the event the Employee is required to be awake to provide support to the Individual Supported they will be paid the full regular rate in thirty (30) minute increments.
5. Any incumbent working in a Sleep Night shift shall be compensated in the manner outlined in this LOU.

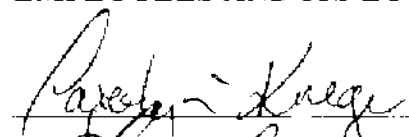



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed on behalf of:

**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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## LETTER OF UNDERSTANDING

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: INDIVIDUALS SUPPORTED, EMPLOYMENT**


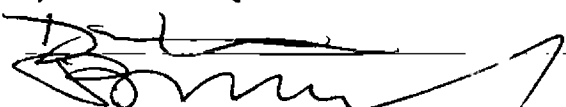
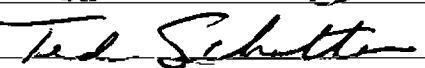
1. The Parties accept that the Employer may appoint an Individual Supported to perform work for wages outside of the bargaining unit provided that no hours of work are lost by a member of the bargaining unit as a result of such appointment. The Parties further accept that the purpose for the Employer using Article 3.01(b) is to advance the individual's employability and support their service plan.
2. It is recognized that some individuals in receipt of employment supports may cease to receive a *bona fide* service plan or otherwise cease to receive official Community Living Fort Frances supports.
3. In the interest and furtherance of the Employer's values and community and service goals, both Parties recognize the benefits to hiring or continuing to employ former individuals supported within the bargaining unit with or without a *bona fide* service plan or official Community Living Fort Frances supports.
4. The Parties recognize that when former individuals supported are hired either while in receipt of a *bona fide* service plan, or after receipt of the same, the duties of that position are tailored to prioritize the skills and abilities of the individual supported or former individual supported, and not the operational goals of the Employer. This is an exception to the Employer's norm of hiring. Such practice is in furtherance of the goals outlined in this Letter of Understanding. Such arrangement is mutually beneficial to the Employer and individual supported/former individual supported.
5. As such, both Parties endorse the Employer's exercise of discretion in the formation and determination of the duties of that position in the circumstances described by this Letter of Understanding without prejudice and without precedent to the Employer's right to determine the duties and requirements of that same or similar position in future postings.
6. Further, both Parties support the Employer's exercise of discretion in determining an individual wage reflective of the duties actually performed by the former individual

supported. Such wage may never be below minimum wage prescribed under *the Employment Standards Act 2000*, or below 50% of the wage rate for the corresponding position in Schedule A, whichever is higher.

Dated this 15<sup>th</sup> day of March, 2024

Signed on behalf of:

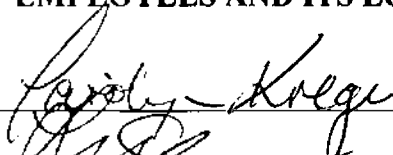
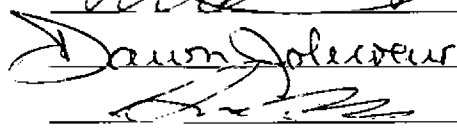
**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

  
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Signed on behalf of:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: ARTICLE 19.01 SICK LEAVE**

WHEREAS the Parties negotiated a new Article 19.01 in respect of Sick Leave in the year 2023 in respect of the Collective Agreement beginning April 2022;

AND WHEREAS the Parties wish to address the transition from the prior Collective Agreement language to the new Collective Agreement Language;

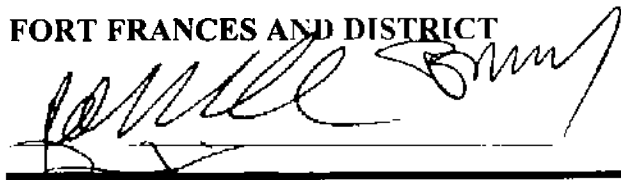
NOW therefore the Parties agree as follows:

1. On the date of ratification of this Collective Agreement, all employees shall receive a one-time pro-rated sick leave benefit under the new Article 19.01 (e.g. a portion of the 80 hour benefit contemplated in the new 19.01 language) to bridge each employee to their anniversary date. On the date of each employee's anniversary, each employee shall receive the new sick leave benefit per the new 19.01, and the new 19.01 shall govern sick leave going forward.
2. On the date of ratification of this Collective Agreement, employees shall be paid out their unused sick leave, which they accrued under the Article 19.01 of the Collective Agreement ending March 2022.
3. In the event of an inconsistency between this Letter of Understanding and the Collective Agreement, this Letter of Understanding shall prevail.

Dated this 15<sup>th</sup> day of March, 2024

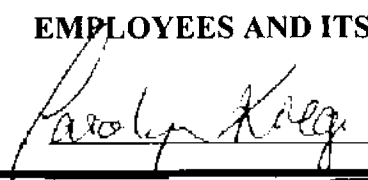
**Signed on behalf of:**

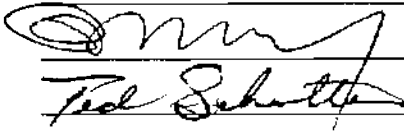
**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**



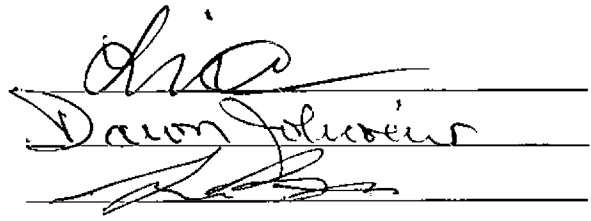
**Signed on behalf of:**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**



  
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Dawn Johnson

## LETTER OF UNDERSTANDING

**BETWEEN**

**COMMUNITY LIVING FORT FRANCES AND DISTRICT**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 65.02**  
(Hereinafter referred to as the "Union")

**RE: FORCED SHIFTS**

WHEREAS the Parties recognize the Provisions of Article 19 of the Employment Standards Act;

AND WHEREAS the Parties further recognize that the safety and well-being of the people receiving service is of the utmost concern to all;

AND WHEREAS the Parties recognize that requiring employees to remain beyond their shift causes disruption in the work/life balance of the employees.

NOW THEREFORE, the Parties agree as follows:

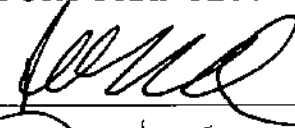


1. A "forced shift" occurs where the Employer forces an employee to work extra hours consecutive to their regularly scheduled hours or previously agreed upon extra hours.
2. When the Employer requires an employee to work a forced shift the Employer shall provide the following rates of pay:
  - i) first three (3) hours worked at 1.5x the employee's regular rate of pay
  - ii) next five (5) hours worked at 2x the employee's regular rate of pay
  - iii) all further hours worked at 3x the employee's regular rate of pay
3. The Employer shall provide a meal allowance or the ability to use the food in the residence should the hours worked beyond the end of the employee's shift exceed five (5) hours.
4. The Employer shall reimburse the cost of a taxi if the employee makes such request, does not have transportation and is released from work between the hours of midnight and 7:00 a.m.
5. Should the employee be released from work less than eight (8) hours before the start of their next shift, the employee shall be provided the option to have eight (8) hours free from work. The hours the employee would normally work on their next shift but where the employee is absent due to this provision shall be paid for those absent hours at the regular rate of pay from the Employee's banked time. The start and end

- time of the next shift of the employee shall not be adjusted nor shall other shifts of the employee be cancelled or reduced to offset any provision within this Article.
6. The Employer shall make all reasonable efforts to relieve the forced shift worker as soon as possible and in compliance with this Collective Agreement.
  7. The Parties agree that Article 15.04 Duplication and/or Pyramiding of Premiums applies in respect of this Letter of Understanding. An employee shall receive overtime premium or statutory holiday premium or a forced shift premium, whichever premium is greater.

Dated this 15<sup>th</sup> day of March, 2024

Signed on behalf of:

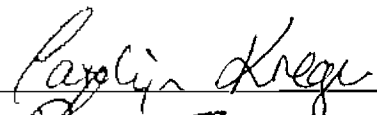
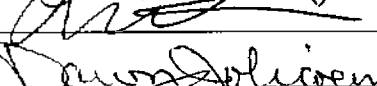
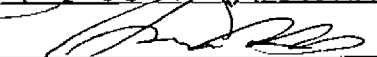
**COMMUNITY LIVING  
FORT FRANCES AND DISTRICT**

  
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**Ted Schatter**

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Signed on behalf of:

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65.02**

  
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