

COLLECTIVE AGREEMENT

B E T W E E N

COMMUNITY LIVING DUNDAS COUNTY
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2892
(hereinafter referred to as the "Union")

In effect: April 1, 2023
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The integration of Both Addendums (Full-time and Part-time) into one. The Articles identified by an Asterisk (*) are articles that are common to both groups of employees, members of Canadian Union of Public Employees Local 2892.

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| Article 1.01 | Article 12.00 |
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| Article 2.01 and 2.02 | Article 13.00 |
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| Article 11.01 to 11.13 | Article 27.02 |

(*)ARTICLE 1 - PREAMBLE

1.01 The Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to cooperate in maintaining a harmonious relationship between the Employer and its' employees and to settle amicably differences or grievances which may arise from time to time hereunder in a manner hereinafter set out without embarrassment to or humiliation of the people we serve.

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

The parties further agree to provide for greater utilization of community resources and to ensure maintenance of optimum services in light of changing government funding policies.

However, in instances where layoffs occur resulting from the Association's income base being affected by either a cancellation, a reduction or an interruption in funding, the Union and the Employer agree to cooperate in ensuring the maintenance of optimum levels of services until such time as regular funding has been re-established.

(*)ARTICLE 2 - MANAGEMENT RIGHTS

(*)2.01 The Union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an express provision in this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, assign, promote, demote, discharge, classify, transfer, lay off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee, who has completed her/his probationary period, may be the subject of a grievance and dealt with as hereinafter provided;

- c) Determine in the interest of efficient operation and highest standard of service, classification, hours of work, work assignments, methods of doing work; and the working establishment for any service and the standards of performance for all employees;
- d) Make and enforce and alter from time to time policies, reasonable rules and regulations to be observed by all employees. Such policies, rules and regulations shall be communicated to the employees and the Union at the time of their introduction or amendment;
- e) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.

(*2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement and more particularly, the Employer shall not exercise in a discriminatory fashion, its' right to direct the work force.

ARTICLE 3 - RECOGNITION

- 3.01 (a) The Employer agrees to recognize the Local 2892 of the Canadian Union of Public Employees (C.U.P.E.) as the exclusive bargaining agent for all employees of Community Living Dundas County save and except the Financial Manager, Human Resources Manager, Human Resource Generalist, Finance Officer, Executive Assistant, Managers, persons above the rank of Manager and students employed during the school and university vacations.
- 3.02 No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.
- 3.03 Volunteers
 - (a) Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work any jobs which are included in the bargaining unit except for the purposes of instruction, familiarization or in emergencies when employees are not available, and provided that the performing of the aforementioned operations in itself, does not reduce the regular hours of work or regular pay of any employees.

- (b) Volunteers shall not perform duties normally performed by members of the bargaining unit except where they are providing assistance to such members. Volunteers will not be utilized so as to decrease the present complement of bargaining unit members.

3.04

Students

Students shall be called to work from April to Labour Day and for fourteen (14) days during the Christmas Break. The Union will be notified in advance of the number of students hired.

It is agreed that students who provide assistance to the Employer on a paid or unpaid basis shall be used only to enhance the lives of people we support through making connections and building relationships with someone in the community, social and leisure activities with emphasis on experiencing a person's dreams or while providing other services, students shall not be used if such use affects the terms and conditions of employment of a bargaining unit employee.

Students shall be used in addition to a bargaining unit member, not in lieu of.

3.05 Definitions

a) Full-Time Employee

A full-time employee is one who works between seventy-five (75) and eighty (80) hours in a two-week period, excluding overtime, on an ongoing basis and on a pre-determined schedule.

b) Part-Time Employee

A part-time employee is one who works ninety-six (96) hours or less in a four-week period, excluding overtime, on an ongoing basis and on a pre-determined schedule. The hours will be distributed as equitably as possible per week.

c) Casual employee

A casual employee is one who:

- Does not have any guaranteed hours of work;
- May be called to work as and where required;
- Is not assigned to any given location;
- Has no regular scheduled hours on an ongoing basis, but will appear on the posted schedule whenever possible.

3.06 Seniority vs Service

The definition of Service is the length of time an employee is working for the Employer. In effect, it starts the date the employee is hired and ends the date the employee leaves the employ of the Employer.

The definition of Seniority is the actual time, in hours, that an employee is working for the Employer. In effect, it is all the hours that the employee is credited for, **to a maximum of twenty-eight (28) months**, to be used for bidding purposes for job postings, work site selection, vacation time selections, etc.

(*)ARTICLE 4 - DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, restriction, coercion, or harassment exercised or practised in any manner concerning the application of the provisions of this Agreement and on any grounds prohibited under the Ontario Human Rights Code or by reason of the employee's non-membership, membership, or activity in the Union.

(*)ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 Union Security
All employees in the bargaining unit shall, as a condition of continued employment with the Employer, become and remain members of the Union during the life of this agreement, beginning on the date of employment with Community Living Dundas County, subject only to the provision of Section 52, 1995 of the *Labour Relations Act*, as amended.

- (*)5.02 The Employer agrees to deduct dues from the pay of all present and future employees, as of the date of hiring, in the amount as may be certified by the Secretary-Treasurer of the Union as being the dues, initiations or assessments applicable in accordance with the Union Constitution and By-Laws, as amended from time to time, in accordance with the provisions of Article 5.01 herein, and to remit such dues to the National Secretary-Treasurer.

The Union agrees to indemnify and save the Employer harmless from any claims, actions, or causes of action arising out of the deduction of dues as aforesaid.

- (*)5.03 Deductions of Union membership dues made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a notice of changes to the list of names of employees from whom the deductions have been made.
- (*)5.04 The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignments furnished under any of such provisions.

(*)ARTICLE 6 - NEW EMPLOYEES

- (*)6.01 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect.
- (*)6.02 a) On commencing employment, the new employee will receive a copy of the Collective Agreement, a copy of the list of Executives. **The Employer will notify the Union of the new employee and their contact information.**
- b) At a time and place **mutually agreed to** by the employer and a **Union Representative**, an **opportunity will be provided to interview such new employee for up to 15 minutes for the purpose of acquainting the employee with the Union.** Such interview shall occur within 30 days of hiring.
- 6.03 The Employer recognizes the importance of providing orientation to all employees. An orientation manual will provide consistent orientation to all employees.

(*)ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the Secretary of the Union, with a copy to the President of the Union.

ARTICLE 8 - LABOUR MANAGEMENT CO-OPERATION COMMITTEE

- 8.01 (a) The Employer and the Union shall each name three (3) representatives to the Labour Management Co-operation Committee which shall meet at least once each month, unless the majority of the Committee agrees otherwise, at times mutually agreed upon.
- (b) Both the Employer and the Union shall name one (1) Alternative Representative who shall attend only when one of the three (3) named representatives in 8.01 (a) cannot attend. A quorum shall be two (2) Employer Representatives and two (2) Union Representatives.
- 8.02 It is expressly understood that any individual matter which could be processed pursuant to the Grievance or Arbitration Procedure provided under this Agreement shall not be discussed at these meetings. The Committee shall not have any jurisdiction over wages, or any matter determined by this Agreement. The Committee shall only have power to make recommendations to the Union and the Employer with respect to its' discussions and conclusions.
- 8.03 The Employer and the Union are committed to maintaining a workload that demonstrates continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every employee.**

(*)ARTICLE 9

- (*)9.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers in writing before the Employer shall be required to recognize the same. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- (*)9.02 The Employer agrees to recognize a CUPE Negotiating Committee consisting of the President and two (2) employees who have completed their probationary period and who are covered by this Agreement plus one (1) representative of the Union whose function it shall be to negotiate renewals of this Agreement. Both the Employer and the Union shall name one (1) Alternate Representative who shall attend when one (1) of the three (3) named representatives cannot attend. The Union agrees to notify the Employer of the names of the Negotiating Committee in writing before the Employer shall be required to recognize the same. The Employer agrees to

compensate the members of the negotiating committee at their regular straight time hourly rate for time lost from regularly scheduled working hours while meeting with the Employer to negotiate the renewals of the Collective Agreement.

(*)9.03 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

(*)9.04 In all meetings between the parties, the Union shall have the right to be assisted by a representative of C.U.P.E. and the Employer shall have the right to be assisted by counsel.

(*)ARTICLE 10 - UNION REPRESENTATION

(*)10.01 The Employer acknowledges the right of the Union to appoint or elect four (4) stewards from amongst employees who are covered by this Agreement.

The Employer agrees that the employee has the right to choose the Steward of his/her choice, if available, or a member of the Union Executive.

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

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

The Union may appoint, and the Employer shall recognize, a Chief Steward designated by the Union from the stewards appointed. The Chief Steward or President may accompany another steward at grievance meetings for purposes of training and familiarization and may act in the absence of any steward in the process of investigating and representing grievances.

(*)10.02 It is agreed that a steward shall continue to perform their regular duties. Should he/she be required to assist employees in presenting grievances during regular working hours, he/she will not leave her/his work without first obtaining the permission of her/his immediate supervisor which permission shall not be unreasonably withheld. Prior to returning to her/his work, the steward will report to the immediate supervisor. The Employer reserves the right to limit the time spent in servicing a grievance if it deems the time spent in servicing a grievance to be excessive. In accordance with the above, the Employer agrees to compensate the steward at her/his regular hourly

straight time rate for time lost during her/his regular working hours while servicing grievance hereunder.

(*)ARTICLE 11 - GRIEVANCE PROCEDURE

(*)11.01 (a) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

(b) Definition:
Working days shall be defined as Monday to Friday for the operation of the Grievance Procedure and shall not include Saturdays, Sundays or Paid Holidays.

(c) Grievances
A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement or a case where the Employer and the Union has acted unjustly or improperly. No grievance shall be considered either by the Union or the Employer, which has not been submitted within ten (10) days of the offence giving rise to the grievance coming to the attention of the grieving party.

(*)11.02 Subject to Article 11.08, it is understood that an employee has no grievance until he/she has first discussed her/his complaint with her/his supervisor and afforded her/him an opportunity to settle the complaint. Failing settlement, any complaint or grievance arising under this Agreement relating to the interpretation, application, administration or alleged violation of this Agreement shall be submitted in writing within five (5) working days after the circumstances giving rise to the complaint or grievance have occurred and shall be processed and dealt with in accordance with the terms and provisions set forth in this Article.

STEP 1

The employee shall submit a written grievance which must be signed by her/him to the Manager or her/his designated representative, with a copy to her/his immediate supervisor. The nature of the grievance, the remedy sought and the section(s) of this Agreement alleged to have been violated shall be specifically set out in the grievance form. The Manager or her/his designated representative will deliver her/his written decision to the grievor with a copy to the President/designate within five (5) working days after receiving the written grievance. Should the Manager or her/his designated representative wish to discuss the grievance prior to issuing her/his written

decision, he/she will arrange to meet the grievor and her/his steward at a time which is mutually agreeable to the parties concerned.

STEP 2

If not satisfied with the Employer's decision, the grievor may, within five (5) working days after the decision given under Step 1, submit the written grievance to the Executive Director or her/his designate. The Executive Director or her/his designate shall meet with the grievor and her/his steward to review the grievance within five (5) working days following the receipt of the grievance. The Executive Director or her/his designate will deliver her/his written decision to the grievor with a copy to the President/designate within five (5) working days from the day on which the grievance meeting was convened.

(*)11.03

Group Grievance

When two or more employees have a similar complaint or grievance arising out of the same situation, the grievance may be treated as a group grievance which shall be initiated at Step 1 by the Chief Steward or designate.

(*)11.04

Policy Grievance

The Union and the Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation or alleged violation of this Agreement. However, a policy grievance shall not include any matter upon which an employee is personally entitled to grieve, and the regular grievance procedure shall not be by-passed.

A policy grievance may be lodged by either party in writing at Step 2 of the grievance procedure at any time within five (5) working days of when the party became aware of the circumstances giving rise to the grievance. If such grievance is filed by the Employer at Step 2, it shall be presented to the President of the Union or her/his designate. If it is not satisfactorily settled, it may be referred to arbitration in the same manner and to the same extent as the grievance of an employee.

(*)11.05

Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such dispute may be submitted to a Grievance Mediation Officer prior to arbitration as set forth in Article 12.

- (*)11.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union and reduced to writing, shall be final and binding upon the Employer, the Union and the Employees.
- (*)11.07 All time limits referred to in the grievance procedure and the arbitration procedure shall be construed as mandatory and failure to comply with any time limit shall be deemed an abandonment or denial of the specific grievance as the case may be. Notwithstanding the foregoing, the parties may agree in writing to waive or extend any of the time limits established in this grievance procedure.
- (*)11.08 Discharge, Suspension and Discipline
The Employer recognizes the principle of progressive discipline.
- a) Principle of Innocence
Both parties agree that the employee is considered innocent until proven guilty. In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.
 - b) Discharge Procedure
 - i) An employee who has completed his/her probationary period may be dismissed, but only for just cause. The Employer may suspend an employee and will immediately order the employee out of the work place, pending an investigation.
 - ii) When an employee is dismissed, he/she shall be given the reason in the presence of his/her Steward. Such employee shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
 - c) May Omit Grievance Steps
An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
 - d) Unjust Suspension or Discharge
An employee who has been unjustly suspended or discharged as determined by the Grievance and/or Arbitration Procedure shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earning during the pay period next preceding

such discharge or suspension, less any compensation earned or received from other sources during the period of wrongful dismissal or by any other arrangement as to compensation which is just and equitable in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

e) Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow a repetition of the act complained of or may follow if such employee fails to bring his work up to required standard by a given date, the Employer shall, within five (5) working days, give written particulars of such censure to the employee. Notification of such censure shall be given to the President or designate of the Union within five (5) working days.

f) Right To Have A Steward

Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

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

The Union shall have the right at any time to have the assistance of a CUPE Representative when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises at a location and time mutually agreed upon, in order to deal with any matters arising out of this Collective Agreement

g) Union Representation

Whenever the Employer meets with an employee, he/she shall have the right to have Union representation, if they so wish, in the case of Discharge, Suspension, Discipline or Warnings. Employees have the right to be informed of the context of the meeting when being notified; Management will give at least one day's notice, whenever possible, of request to meet.

- i) **Once it becomes aware of any legal action, claim or proceeding brought against an employee, the Employer**

will immediately notify and advise the President of the Union, or their designate, of any significant matter that may potentially impact whatsoever the employee's ongoing employment. Within this context, the employee has the right to have the President of the Union, or their designate, participate at any/all meetings held by the Employer with that employee.

(*)11.09 Personnel Records
An employee shall have the right to have access to and to review his/her personnel records in the presence of designated staff and to receive copies of any documents on his/her file if he/she has not already received copies. All such reviews shall be arranged by appointment (24 hours notice) with the Human Resources Manager or his/her designate. Personnel records shall be maintained in Administration.

(*)11.10 Disciplinary Record
Any letter of reprimand, suspension or other sanction will be removed from the file/record of an employee after eighteen (18) months of active employment following the receipt of such letter, suspension or other sanction provided the employee's file/record have been clear of identical infraction for the same eighteen (18) months. Any such letter of reprimand so removed cannot be used in subsequent proceedings.

(*)ARTICLE 12 - ARBITRATION

(*)12.01 If no written request for arbitration is received within fifteen (15) working days from the date of the decision under Step 2, the grievance shall be deemed to have been settled.

(*)12.02 Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, administration, or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 11 above and which has not been settled, may be referred to a Board of Arbitration, at the written request of either of the parties hereto.

(*)12.03 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board of Arbitration.

- (*)12.04 A request for Arbitration by a party shall include the name of the party's nominee to the Board of Arbitration. Within 10 days of receipt of a request, the other party shall name its nominee.
- (*)12.05 Should the person chosen by the Employer to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person, the Office of Arbitration will be asked to nominate a person to act as Chairman.
- (*)12.06 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- (*)12.07 The Arbitrator or Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not covered by this Agreement, or any matter which does not involve the interpretation, application, administration or alleged violation of this Agreement.
- (*)12.08 The written decision of the single arbitrator or majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employees.
- (*)12.09 Each of the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board and shall individually bear the fees and expenses of their nominee to the Board.
- (*)12.10 In lieu of a Board of Arbitration the parties, by mutual consent in writing, may appoint a sole Arbitrator.

(*)ARTICLE 13 - NO STRIKES OR LOCKOUTS

- (*)13.01 The Employer agrees that it will not cause or direct any lockouts of its employees and the Union agrees there will not be any strikes, shutdowns, slowdowns or stoppages of work, work-to-rule, or picketing, of any kind which would tend to interfere with the Employer's operations.
- 13.02 If such action should be taken by the employees, the Union will instruct such employees to return to work and to perform their usual duties and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance herein.

ARTICLE 14 - SENIORITY

14.01 (a) Full-Time Employees

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

The seniority of full-time employees shall be reckoned in the number of **hours** since the most recent date of hire.

(b) Part-Time / Casual Employees

Seniority shall be defined as the length of continuous service with the Employer in the bargaining unit since the most recent date of hire.

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

Seniority shall be calculated on the basis of hours paid with **1800** hours representing one (1) year of service.

In no event would an employee accrue more than one (1) year's seniority in a twelve (12) month period.

14.02 (a) Full-Time Employees

An employee will be considered on probation for ninety (90) days from the date of hire to full-time position.

(b) Part-Time / Casual Employees

An employee will be considered on probation for the first **six hundred & twenty-four (624)** hours of work with the Employer in the bargaining unit.

Note:

An employee will only serve one (1) probationary period, either as part-time or full-time employee.

(c) The Parties agree that Article 14.02 (a) and (b) in no way impact Article 15.08 Trial Period.

(*14.03 Full-Time, Part-Time and Casual Employees

The Employer agrees to set up and maintain separate Seniority Lists for full-time employees, part-time and casual employees. Such Seniority Lists shall be updated in January and June of each year and shall be posted on the bulletin board. These Seniority Lists will be recorded in years as identified in 14.01 (a) and (b). A copy shall be supplied to the Local Union Secretary at

the time of initial posting and subsequent revisions. An employee shall have fifteen (15) calendar days from the date of posting to object to any error on the list otherwise, it shall be deemed to be correct. If an employee is absent for the first five (5) days of posting, the Union and the Employer will notify the employee of the posting and the employee will have fifteen (15) calendar days from the date of notification to object to any error.

- (*) 14.04 An employee who moves from the full-time seniority list to the part-time seniority list shall be credited for the purposes of the part-time seniority list with all the seniority she/he enjoyed as a full-time employee. An employee who moves from the part-time or casual lists to the full-time seniority list shall be credited for the purposes of the full-time seniority list with all the seniority she/he enjoyed as a part-time employee.

The formula for conversion shall be **1800** hours equal to one (1) year.

- (*)14.05 A person will lose all seniority and employment with the Employer and will be discharged under the following circumstances if he/she:

- a) voluntarily quits her/his employment and does not retract the resignation within twenty-four (24) hours;
- b) is discharged and not reinstated through the grievance and arbitration procedure;
- c) is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) fails to contact the Employer within three (3) days of receipt of notice of recall by **mail or email** to **their** last address on record with the Employer;
- e) is laid off for a period in excess of eighteen (18) months;
- f) utilizes a leave of absence for a purpose other than for which it was granted;
- g) fails to report to work upon the expiration of a leave of absence without providing a valid reason.

- (*)14.06 It shall be the duty of the employee to notify the Employer within seven (7) days by **mail or email** of any changes in address. If the employee fails to

do this, the Employer will not be responsible for failure of any notice to reach such Employee.

- (*)14.07 No employee shall be transferred outside the bargaining unit without her/his consent. If an employee is appointed to a position outside of the bargaining unit, she/he shall retain **their** seniority acquired at the date of leaving the unit but will not accumulate any further seniority. The Employer has the right to return the employee to **their** bargaining unit position if **they are** unsuccessful in the completion of a six (6) month trial period. If such an employee later returns to the bargaining unit, **they** may be placed in a job for which **they are** qualified, consistent with **their** seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

(*)ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

- (*)15.01 The Employer agrees to post notices of all permanent job vacancies with the bargaining unit which the Employer decides to fill. Such notices shall be posted on the bulletin board for a period of five (5) working days. Interested employees who have completed their probationary period must apply within such five (5) working day period of the posting. The vacancy shall be posted in addition to the posting of the initial job vacancy. Vacancies of less than **ninety (90)** days will not be posted.

The above vacancies of less than **ninety (90)** days shall be offered in order of seniority based upon an improvement in the employee's status or the employee's rate of pay (i.e.: casual to part-time; part-time to full-time).

- (*)15.02
- (a) Notices of permanent job vacancies shall include the nature of the position, qualifications, hours of work, locations and salary range.
 - (b) Notices of contract positions shall include the duration of the term based upon the return of the original employee up to a maximum of **twenty-eight (28) months**.
 - (c) **The Employer will review all employee requests for a unilateral transfer after the initial permanent job posting/vacancy has been completed. A transfer may be offered in order of seniority. Once the transfer is agreed upon by the employer and employee, the open vacant position will be posted.**

- (*)15.03 The Employer shall have the right to fill the vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the successful applicant, if any, to be assigned to the job concerned.
- (*)15.04 In the event an employee successfully bids for a vacancy hereunder, the Employer need not consider such an employee for any further posted vacancy unless such vacancy would change the status of the employee from part-time, casual to full-time or increase the employee's pay rate, for a period of three (3) months following the date of acceptance.
- (*)15.05
- (a) The Employer will first consider all applicants from within the full-time / part-time classification posted. Appointment shall be made of the applicants who possess the normal requirements of the job. Seniority shall be a determining factor in deciding between two or more equally qualified applicants, based on the above qualifications. Should there be no qualified applicant, the Employer may fill the job from other sources.
 - (b) An employee who bids and is the successful applicant in a job posting shall be placed in the position within five (5) weeks of having been awarded the position or five (5) weeks from the date of her/his acceptance.
 - (c) The successful applicant for a full-time position, with mutual agreement, can assume an alternative position. The employee would be eligible for all full-time benefits, including wages, as outlined within the Collective Agreement, five (5) weeks from the date of their acceptance. The Employer may offer the vacancy on a temporary basis to the next potential applicant within 24 hours of the original offer being accepted. This temporary position will not lead to becoming full-time.
 - (d) The successful applicant for a part-time position, with mutual agreement, can assume an alternative position. The employee would be eligible for all part-time benefits, including wages, as outlined within the collective agreement, five (5) weeks from the date of their acceptance. The Employer may offer the vacancy on a temporary basis to the next potential applicant based on the posting. This temporary position will not lead to becoming part-time.

(*)15.06 The Employer will endeavour to post a notice of any training course for which employees may be considered.

Hours that part-time and casual employees in term positions attend staff meetings **will be paid, will not be considered regular hours of work and will not lead to overtime.**

Hours that part-time and casual employees in term positions attend mandatory training (CPR, CPI, First Aid and any other events as deemed appropriate by the Employer) will be paid, will be considered regular hours of work and may lead to overtime.

(*)15.07 The Union shall be notified in writing, quarterly, the last business day of January, April, July and October - of all hirings, job postings, promotions, transfers, layoffs and terminations of employment within the bargaining unit.

(*)15.08 Trial Period – Full-Time and Part-Time Employees

The successful applicant of a full-time, permanent posting shall be placed on a trial period of three (3) months, or a part-time employee will only be entitled to a trial period should they accept a rotation at a new location. Conditional on satisfactory service, the employee shall be declared permanent after the successful completion of the trial period excluding an employee who was in the contract position or contract basis for three (3) months or more.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, she/he shall be returned to her/his former position. A two-week written notice must be provided by either the employee or the Employer. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position without loss of seniority or salary rate of her/his former position.

The Parties agree that Article 15.08, Trial Period will in no way impact Article 16, Layoff.

15.09

Qualifications

In the event that academic requirements change, bargaining unit members will be deemed qualified in their current position, and those qualifications for which the employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications unless prohibited by legislation. Current employees who are unqualified will remain in their present position. Any employees seeking a promotion must be qualified as per the job posting.

ARTICLE 16 - LAYOFF

- (*)16.01 (a) A layoff shall be defined as a reduction in the work force, regular hours of work or the reduction of wages.

Attrition:

The Employer, wherever possible, will utilize attrition as a means of reducing the work force.

- (b) When a Home's/Environment's total part-time hours have a seven percent (7%) reduction, a layoff will be in effect.

- (*)16.02 Recognizing the special and very sensitive nature of the work involved and the need to match worker skills to individual needs, the Employer may, for the purposes of complying with this Article, transfer or re-assign employees who remain on the job after a layoff as circumstances require.

- (*)16.03 (a) In the event a layoff is required, the Employer agrees to lay off employees in the reverse order of seniority provided that the employee is willing and qualified to do the work available.

- (b) An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right has the necessary skills, qualifications and experience to immediately perform the work of the employee with lesser seniority. The employee will be given an orientation. An employee who bumps into a lower classification shall receive the rate of pay closest to their current rate of pay. The right to bump shall include the right to bump up provided the employee in question is qualified.

(*16.04 Recall rights, as per Article 14.05 (e), will be defined as a period of eighteen (18) months from the original date of layoff. When recalling employees after layoff, those last to be laid off will be first to be recalled to the last known **contact information**, provided that the employee is willing and qualified to do the work which is available.

When recalling employees, the Employer will recall full-time to full-time and part-time to part-time. However, part-time could be recalled to full-time if no full-time are available to be recalled.

The only exception to this article would be in the event that separate layoff situations have occurred at different times and employees are still within their eighteen (18) months layoff period, the employee with the most seniority will be recalled first.

(*16.05 The Employer agrees to recall employees on layoff provided they are willing and qualified to do the work, which is available, before new employees are hired.

16.06 Full-Time Employees

The Employer agrees to continue its contributions under Article 26 (Benefit Plan) for persons laid off for three (3) months following the month in which the layoff occurred.

(*16.07 (a) The Employer shall give the Union at least fourteen (14) days' notice in writing, prior to the application of Article 16, in the event the Employer and/or the Ministry is planning reductions and/or closure of programs, or any other initiative that would impact the work of the bargaining unit and would result in a loss of job security of bargaining unit members. The Employer agrees to meet with the Union within five (5) working days of the written notice to discuss the plan(s) or initiative(s).

(b) The Employer shall notify, in writing, the Union and the employees who are to be laid off twenty (20) working days prior to the effective date of layoff or in accordance with the *Employment Standards Act*, whichever is greater. If the employee has not had the opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not made available. An initial lay-off notice shall be posted in all work sites to serve as notice to all staff that may be affected.

ARTICLE 17 - HOURS OF WORK - Full-Time Employees

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

17.02 (a) **Day Supports and Administration:**

The regular daily work hours shall be seven and one-half (7 1/2) hours per day. It is agreed and understood that employees must remain on the premises of the Employer and schedule their lunch breaks in such a fashion so as to effect a continuous support of the individuals or do other necessary work as is required at the time.

The regular work week shall be five (5) days from Monday to Friday inclusive for a total of thirty-seven and one-half (37-1/2) hours per week.

(b) **Accommodations and Community Support Services:**

Subject to Article 17.03(b)(ii), the regular assigned shift of work shall be **eighty (80) hours in a two (2) week period**. It is agreed and understood that employees must remain on the premises of the Employer and schedule their lunch breaks in such a fashion so as to effect a continuous support of the individuals or do other necessary work as is required at the time.

17.03 **Hours of Work: Full-Time and Part-Time Employees**

(a) The hours and days of work for each employee shall be posted at least eight (8) weeks in advance. Once posted, the schedule shall not be changed except by mutual agreement, unless the change is required by an emergency. Notification of a master schedule change must be thirty (30) days in advance of the posting.

(b) **Full-Time Employee Schedules shall be subject to the following conditions:**

- (i) full-time employees shall work no more than two (2) weekends per month;
- (ii) no split shifts shall be scheduled except to accommodate team meetings;
- (iii) for residential settings, the posted schedule shall reflect blocks of consistent shifts;
- (iv) the employee will have two (2) consecutive days off except for once every twenty-eight (28) days **to accommodate team meetings**.

- (c) Full-time staff may switch shifts amongst other employees within the same working environment.

(*)17.04 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of each scheduled work period in an area made available by the Employer.

17.05 Distribution of Part-Time Hours

Preamble:

No full-time employee within the bargaining unit shall be laid off by reason of her/his duties being assigned to one (1) or more part-time/casual employees.

Part-Time Employees

1. A part-time employee will have a regular scheduled rotation in one environment. These shifts will be the main recurring ones, e.g. weekends. The shifts within the rotations will be distributed fairly and equitably.
2. If a part-time employee wishes to switch a shift within the same working environment, they will be expected to complete a request on the scheduling software indicating the change of shifts and the staff involved.
3. Part-time/casual part-time staff may switch amongst other staff as long as:
 - (i) **No more than 48 scheduled hours bi-weekly – the shift will not lead to overtime.**
 - (ii) **All time off requests, in the same period of requested switch, must be approved before any switches are considered for approval.**
 - (iii) **Nonrecurring shift switches will be considered.**
 - (iv) **Recurring shift switches must be for a minimum of four (4) months.**
 - (v) **Permanent shift switches will be void when one of the affected rotations becomes permanently vacant.**
4. The Employer will determine how many regular part-time employees are required either by the home or in the agency.

Call In Shifts:

- i) Part-time and Casual employees will have the option to choose shifts, by Seniority, that become available due to vacation and or sick time.
- ii) There will be a replacement list comprised of part-time employees' who wish to be on the list. Employees on this list may attach conditions limiting their availability if they wish. The list shall be based on seniority agency-wide.
- iii) There will be a second replacement list comprised of casual employees who wish to be on the list. Employees on this list may attach conditions limiting their availability if they wish. The list shall be based on seniority agency wide. Casual employees must accept at least one (1) shift in a two (2) month period, if offered, based on their availability, as per Article 3.05 (c). Their names will be removed from the seniority list if they do not provide notice as to why they cannot work.
- iv) Unscheduled shifts (sick time, stat. time, vacations, etc will be first offered to part-time employees in order of seniority. Vacation and or sick time may be offered in one (1) week, five (5) day blocks on a rotating basis to part-time employees.
- v) If the unscheduled shifts are not accepted by the part-time then it will be offered to the casual employees in order of seniority. Vacation and or sick time may be offered in one (1) week, five (5) day blocks on a rotating basis to casual employees.
- vi) Part-time/casual employees may accept call in shifts up to forty (40) hours per week without being considered full-time staff. It is their responsibility to inform recruiting managers (designate) whether they have reached their forty (40) hours and to not accept more than forty (40) hours. Failure to inform the manager will not lead the part-time/casual employees to become full-time.

- vii) When a part-time or casual employee is unable to work a shift, at least three (3) hours notice should be given to the Manager/designate prior to the shift. Part-time employees will be offered the shift, in order of seniority. If the shift has not been accepted it will then be offered to the casual employees in order of seniority.
- (viii) Split Shifts, Call-In Shifts or Back-to-Back Shifts: Part-time and casual employees who have accepted and worked an eight (8) hour shift must have a minimum of eight (8) hours off work between accepting the next eight (8) hour call in shift. If an employee works twelve (12) consecutive hours a minimum of eleven (11) hours of rest must be taken prior to accepting their next call-in shift.

(*)17.06 Attendance During Inclement Weather

It should be understood by staff that during inclement weather Community Living Dundas County still has an obligation to the individuals we support and will make every attempt to ensure the safety of both staff, and those individuals we support.

In the case of inclement weather, the first fifty-nine (59) minutes that a staff person is late to work will be waived without loss of pay. Lateness in the amount of one (1) hour or more will be deducted from compensating or accrued time or deducted from his/her pay.

1. Employees will normally be expected to leave at the end of their shift, but requests may be made to their supervisors to leave earlier, and time will be deducted from compensating or vacation time.
2. If the inclement weather precedes or coincides with the start of shift, individual employees will determine whether or not they can safely get to work. If they conclude that they are unable to safely get to work, they will immediately telephone their supervisor to advise them of this. If road or weather conditions improve during the shift making it possible for the staff to go into work, they are to do so and complete their shift. Absence from work for a whole or partial shift will be approved leave. An employee may use vacation time, lieu time, stat. time or have time deducted from her/his pay.

3. If the Employer closes or abbreviates operations and dismisses employees from work they shall be paid for the period dismissed.

17.07

Standard Time – Daylight Saving Time

This procedure outlines how payable time is generated for shifts which span the daylight savings time change. It also explains how to review and approve time which is worked on the Sunday when daylight savings time changes. This procedure only applies to employees who work between **2:00 am and 3:00 am** on the Sunday on which daylight savings time changes.

1. Staff are responsible for changing clocks in their own environments.
2. Spring Daylight Savings time shift: Employees who work the Sunday shift on this date will work one hour less than normally scheduled. Part-time employees will be paid for the actual hours worked during this shift. To ensure full-time employees have all their scheduled hours, employees will have the option of flexing their hours within the same work week with the Manager's approval or the one hour will be deducted from the employee's accrued time.
3. Autumn Daylight Savings time shift: Employees who work the Sunday shift on this date will work one more hour than normally scheduled. Part-time employees will be paid for the actual hours worked during this shift. To ensure full-time employees do not go over their scheduled hours, employees will have to flex their hours within the same work week, with the Manager's approval.

ARTICLE 18 - OVERTIME

18.01 If an employee is authorized to work and does work **more than their** regular **scheduled** hours of work, **they** will be compensated by either of the following at the option of the employee:

a) time off in lieu of payment equivalent to one and one-half (1-1/2) times the time worked overtime;

or

b) payment of an overtime premium at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for time so worked.

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

c) All lieu time accumulated shall be paid out if not taken by March 31st.

d) Prior to employees working over 12 hours, the staff covering the available shift is to follow the call-in protocol.

Management are to exhaust all options prior to employees working in excess of 12 consecutive hours.

18.02 Employees recognize the need for overtime. All overtime shall be given by seniority on a bargaining unit wide basis and will be distributed in a fair and equitable manner. The Employer shall have the right to schedule overtime, when, in its discretion it is required. It is at the discretion of the employee if they accept/decline overtime. The employees agree to co-operate with the Employer. The Union specifically agrees that the Employer may require employees to work overtime.

a) The employee shall notify the Employer of her/his choice of option on her/his payroll input sheet with the pay period the overtime was worked.

b) The scheduling of time in lieu shall be mutual agreement between the employee and the Employer.

- c) Notice:
Employees shall give the Employer a minimum of fifteen (15) days notice of the selected lieu day off.

Where operational requirements permit, such notice may be waived by the Employer.

- d) Employees will not be required to work on any prearranged mutually agreed lieu day. When a lieu day date has been fixed and mutually agreed upon, it cannot be changed unless by mutual consent.

18.03 It is understood that there will be no duplication of premiums under this Agreement nor of pyramiding of overtime.

18.04 (a) Full-Time Employees

An employee who is called into work outside her/his regularly scheduled hours of work will receive a minimum of three (3) hours pay at one and one-half (1-1/2) times her/his regular straight time hourly rate except to the extent that such work overlaps and extends into her/his regular hours.

- (b) A part-time employee who is called in to work outside her/his regularly scheduled hours of work will receive a minimum of three (3) hours' pay at her/his regular straight time hourly rate except to the extent that such work overlaps and extends into her/his regular hours.

18.05 (a) Part-Time Overtime

Employees recognize the need for overtime. All overtime shall be given by seniority on a bargaining unit wide basis and will be distributed in a fair and equitable manner.

If a part-time employee is authorized to and does work in excess of their forty (40) hours in a one (1) week period or/and more than twelve (12) consecutive hours, he/she will receive payment of overtime premium at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for said time worked.

Work performed in excess of twelve (12) consecutive hours shall be paid at the applicable overtime rate.

The intent of this article is not to regularly extend shifts or bypass the present call-in procedure.

18.05 (b) Casual Employees' Overtime
If a casual employee is authorized to and does work, they will receive payment of overtime premium at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for said time worked as prescribed under the *Employment Standards Act*.
(The intent of this article is not to regularly extend shifts to bypass the present overtime protocol.)

18.06 **The parties further recognize that the safety and well-being of the people receiving services is of the utmost concern to all. Employees may be required to remain beyond their shifts causing disruption in the work/life balance of the employee. When the Employer requires an employee to remain beyond their shift due to an emergency defined by the Employment Standards Act (ESA), staff absence or staff shortage, then Employer shall provide the following – Work performed in excess of fifteen (15) consecutive hours shall be paid at the employee's regular rate of pay X 2. The employer shall make all reasonable efforts to relieve the employee as soon as possible and in compliance with the collective agreement.**

ARTICLE 19 - HOLIDAYS

(*)19.01 For the purpose of this Agreement, the following days shall be recognized as paid holidays for all employees:

| | |
|----------------|-------------------------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Truth and Reconciliation Day |

and any other day declared or proclaimed as a holiday by the Provincial Government.

In addition to the holidays specified above, each full-time employee shall be entitled to three (3) floating holidays during a year to be taken at a time mutually agreed upon by the employee concerned and his supervisor. For

the purpose of calculating Floating Holidays due to an employee they must be actively employed on April 1st. For an employee on approved leave, Floating Holidays shall be calculated on a pro-rated basis upon their return.

All floating holidays accumulated shall be paid out if not taken by March 31st.

As of April 1, 2019: Employees will receive three (3) floating holidays.

(*)19.02 Compensation for Holidays

- (1) In order to qualify for holiday pay, an employee must work his full work day immediately preceding and his full work day immediately following such holiday, unless absence is due to an authorized leave granted by the Employer.
- (2) When an employee is scheduled to work on a holiday and does not work, he shall not be paid for the holiday unless excused in writing by the Employer.
- (3) Part-time and casual employees shall receive time and one-half (1-1/2) for each hour worked on the above paid holidays.

19.03 Subject to Articles 19.04 and 19.05, the Employer shall give to an employee a holiday on and pay to the employee her/his regular wages for each public holiday.

19.04 Where an employee is required to work and works on a public holiday, the Employer and employee by mutual agreement may either:

- a) pay the employee in accordance with Article 19.02,
or
- b) pay the employee for each hour worked on a public holiday an amount not less than her/his regular wages and give the employee a holiday on her/his first working day immediately following her/his next annual vacation or on a day agreed upon in writing, paying her/him her/his regular wages for that day,
or
- c) All holiday pay (Statutory Time) accumulated shall be paid out if not taken by March 31st.

- 19.05 a) Subject to Article 19.04, where an employee works on a public holiday, the Employer shall pay to the employee for each hour worked a premium rate of not less than one and one-half (1-1/2) times the regular rate and, where the employee is entitled to the holiday with pay, her/his regular wages in addition thereto.
- b) Where an employee works on a public holiday, the hours the employee works on the public holiday shall not be taken into consideration in calculating any overtime pay to which the employee is entitled for the work week in which the public holiday occurs.

Where the employment of an employee ceases before the day that is substituted, designated, or given for the public holiday under Article 19, clause 19.01 (a), the Employer agrees to pay the employee, in addition to any other payment to which the employee is entitled upon the ceasing of employment, her/his regular wages for that day.

- 19.06 For the purpose of the application of this article only scheduled shifts which commence on a holiday shall be deemed to be worked on a holiday.

ARTICLE 20 - VACATIONS

- 20.01 A regular full-time employee shall earn vacation credits at the following rates:

- (i) Day Supports and Administration: one (1) day in Day Supports and Administration = 7.5 hours.

Each employee, upon completion of one (1) year's continuous employment with the Employer, shall have earned 112.5 hours vacation with pay at her/his regular straight time hourly rate accruing at the rate of 9.38 hours per month. It is understood that upon completion of six (6) months of continuous service with the Employer, an employee may receive up to 56 hours vacation of the foregoing entitlement.

| | |
|--|--|
| After 1 year but less than 4 years of continuous service: | 112.5 hours paid vacation days on the employee's anniversary date. |
| After 4 years of continuous service but less than 11 full years: | 150 hours paid vacation days on the employee's anniversary date. |

After 11 years of continuous service: 187.5 hours paid vacation days on the employee's anniversary date.

After 15 years of continuous service: 225 hours paid vacation days on the employee's anniversary date.

(ii) Accommodations and Community Support Services = one (1) day in
Accommodations & Community Support Services = 8 hours

Each employee, upon completion of one (1) year's continuous employment with the Employer, shall have earned 120 hours vacation with pay at her/his regular straight time hourly rate accruing at the rate of 10 hours per month. It is understood that upon completion of six (6) months of continuous service with the Employer, an employee may receive up to 60 hours vacation of the foregoing entitlement.

After 1 year but less than 4 years of continuous service: 120 hours paid vacation days on the employee's anniversary date.

After 4 years of continuous service but less than 11 full years: 160 hours paid vacation days on the employee's anniversary date.

After 11 years of continuous service: 200 hours paid vacation days on the employee's anniversary date.

After 15 years of continuous service: 240 hours paid vacation days on the employee's anniversary date.

20.02 Full-time employees shall be permitted to bank paid vacation days to a maximum of **one hundred and sixty (160) hours** after which time the Employer will send a letter to the employee requesting the employee to submit vacation days for the next **third (3rd)** and these requests, if not able to be granted, will be paid out. This will be reviewed quarterly and the letters, mentioned above, issued accordingly.

20.03 Full-Time Employees
An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

20.04

Full-Time Employees

Employees shall provide the Employer with notice in advance of their preferred vacation:

March 1st – June, July, August, and September

July 1st – October, November, December, and January

November 1st – February, March, April, and May

The Employer will make every reasonable effort to grant chosen vacations. Should more than one employee request the same vacation time, such vacation time shall be granted according to seniority, it being understood that an employee who is higher on the Seniority List who has not given the required notice of their preferred vacation period shall not be entitled to exercise their seniority rights over an employee who is lower on the Seniority List and who has given the required notice.

(The Employer will give a minimum of **two (2)** month's notice, in writing, of approval/denial of the employee's submitted vacation request.)

Any employee making a request with less than **four (4)** months' notice, upon approval, will find their own replacement.

ARTICLE 21 - SICK LEAVE - Full-Time Employees

21.01

Pay for sick leave is for the sole and only purpose of protecting the employee against loss of regular income when he/she is legitimately unable to work and will be granted on the following basis:

(a) If an employee is absent due to illness for longer than three consecutive working days, a doctor's certificate attesting to such an illness of the employee is required.

(b) The Employer may request a medical certificate after one (1) day's absence.

21.02

Any employee absenting herself/himself on account of personal illness must notify her/his supervisor or her/his designate before the time she/he would normally report for work.

21.03

Employees disabled may be compensated under the disability income benefit through the C.L.D.C.'s group insurance plan on the eighth (8th) day of disability.

21.04 On April 1st in each calendar year, full-time employees shall accrue sick time at a rate of ten (10) hours for Residential and Community Support and nine point 38 (9.38) hours for Day Support per month to a maximum of one hundred and twenty (120) sick hours Residential and Community Support and one hundred and twelve point five (112.5) Day Support sick hours per year (April 1st to March 31st). If the employee has not been actively employed during the past twelve (12) months their sick time shall be pro-rated at the above-noted hours per month.

On March 31st of each year, any full-time employee who is actively employed for the previous twelve (12) months and who has accrued over the maximum of **sixty (60)** paid hours (Residential and Community Support) or **sixty (60)** paid hours (Day Support) shall be paid out. Compensation shall be equivalent to **twenty five percent (25%)** of the employee's regular rate of pay.

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

21.05 (a) **Personal Leave Day**
An employee shall be permitted three (3) personal leave days per calendar year when said employee is feeling stressed and unable to perform work on a given day. The employee shall not use this day as a pre-planned day off or in conjunction with vacation time or banked time. Such day shall be deducted from the sick leave.

(b) **Medical/Dental Appointments**
The employer recognizes that staff have medical and dental appointments which cannot be made outside of working hours. Employees may use up to a maximum 3 sick hours per shift for such appointments. In the event more time is needed, every effort will be made to assist employees to keep such appointment, and the balance of the shift may be covered with accrued time (i.e. vacation, lieu time). Should an employee have two (2) appointments on the same day, a maximum of six (6) hours will be taken from the employee's sick time.

21.06 (a) An employee who has no accrued sick time will not receive compensation by means of vacation, lieu time, stat time and/or floaters.

(b) Written requests for special consideration will be forwarded to the Manager for approval of the Executive Director. This approval will be granted on an individual basis and shall not be unreasonably denied.

ARTICLE 22 - LEAVE OF ABSENCE

(*)22.01 The Employer may, in its discretion, grant a leave of absence with or without pay to any employee for education and/or personal reasons. Requests for leave of absence shall be in writing and submitted to the Executive Director.

(*)22.02 Pregnancy Leave

- i) An employee who is pregnant shall be entitled to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.
- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth in order to be entitled to Pregnancy Leave.
- iii) The employee shall give at least two (2) weeks written notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this article, upon giving four weeks written notice of the return date.
- iv) Credits for service for the purpose of salary, vacation leave entitlement (but not vacation pay) or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave, to a maximum of eighteen (18) weeks.
- v) During the period of pregnancy leave to a maximum of eighteen (18) weeks the employee shall continue to participate in the pension, life insurance, accidental death and dismemberment, extended health and dental plans and the Employer shall continue to make the Employer's contributions unless the employee gives the Employer written notice that the Employee does not intend to pay the employee's contributions, if any.

Parental Leave:

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of the child or the date the child first came into care or custody of the employee shall be entitled to Parental Leave.
- ii) The definition of the term "parent" contained in the Ontario Employment Standards Act, 2000 "includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own". The parental leave provisions apply to all employees who qualify who have a birth child or a child by adoption.
- iii) Parental Leave begins no later than seventy-eight (78) weeks after the day the child was born or comes into custody, care and control of an employee parent for the first time. The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the control of a parent for the first time.
- iv) An employee taking Parental Leave must provide the Employer with two (2) weeks written notice before the date the leave is to begin.
- v) The Parental Leave of an employee who's child was born or adopted ends sixty-one (61) weeks after it began if the employee also took pregnancy leave or sixty-three (63) weeks after it began, otherwise. An employee may end the leave on an earlier date provided the employee gives the employer at least four (4) weeks' advance written notice of the date on which he/she intends to return to work.
- vi) During the period of parental leave, to a maximum of thirty-five (35) weeks, the employee shall continue to participate in the pension, life insurance, accidental death and dismemberment, extended health and dental plans and the Employer shall continue to make the Employer's contributions unless the employee gives the Employer written notice that the Employee does not intend to pay the employee's contributions, if any. The employee may elect, in writing, to continue his/her share of the premiums.

With the exception of any changes to the employee's status which would have occurred had she not been on Pregnancy Leave, the employee shall be reinstated to her former position if it still exists, or to a comparable position.

- vii) The period of an employee's parental leave is included in any calculation of length of employment, service or seniority. Parental Leave is not included when determining whether the employee has completed any probationary period of employment.
 - viii) An employee may end a parental leave earlier than planned by providing at least four (4) weeks of written notice of the date on which the leave is to end.
- (*)22.03 (a) A full-time employee whose spouse gives birth to a child shall be granted three (3) working days paid leave contiguous to the birth.
- (b) A part-time employee whose spouse gives birth to a child shall be granted two (2) working days' paid leave of absence.
- (*)22.04 If an employee, who has completed his/her probationary period, is required to serve as a juror or Crown witness, he/she shall not lose his/her regular pay because of such attendance provided he/she notifies the Manager immediately upon notification that he/she will be required to serve as a juror or Crown witness, presents proof of service and promptly pays to the Employer any amounts paid to him/her for such service.
- (*)22.05 The Employer shall grant leaves of absence without pay for up to four (4) employees to attend Union conventions, seminars **or Union business** provided that:
- (a) Such leave does not unduly interfere with the operational requirements of the Employer;
 - (b) The total combined leave for the bargaining unit granted hereunder shall not exceed forty (40) working days;
 - (c) Not more than **two (2)** employees from any work area may receive leave hereunder at any one time; and
 - (d) The Union gives fourteen (14) days' notice of such leave to the Employer;

- (e) Where an employee is granted time off for union business as outlined in Article 22.05 the Employer agrees to pay said employee at his straight time of regular hourly rate and will bill the local for any said wages owing to them. The union will pay the employer the said wages owed by them within 30 days from date of billing.

(*)22.06 CUPE National Convention

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

(*)22.07 Special Leave of Skills Upgrading

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

(*)22.08 Employee and Family Assistance Program (EFAP)

This program will be offered to all employees by counseling services designated by the employer to provide confidential services with the intention of assisting them with their problems.

Employee Recovery Program Leave

Employees who are required to absent themselves from work to participate in a program shall be granted a leave of absence compensated by the expenditure of sick leave credits, Employment Insurance Sick Benefits (where applicable), and then by the grant of special unpaid personal leave. Compensation shall be at the level provided by the various benefit plans.

(*)22.09 Educational Leave

Employees required to take a C.P.R., First Aid, or C.P.I. course will do so at the Employer's request. If they are unavailable on the dates offered, the employees will be allowed to take said courses on their own time through an approved provider. The employee will provide a certificate and will be paid accordingly, by providing a receipt.

However, if they are unavailable on the dates offered, they must notify the employer at least 2 weeks prior to the scheduled training. If no notice is given within the timeframe, the employee will not be reimbursed for training costs. Upon completion of the mandatory training, the employee may request reimbursement based on due consideration.

22.10

Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

| <u>REASON</u> | <u>LEAVE OF ABSENCE</u> |
|---------------------------------------|---|
| Employee's Marriage | Three consecutive days at the discretion of the employee |
| Employee's Marriage (PT) | 1 day at the discretion of the employee |
| Moving Employee's Household | Maximum 1 day per year |
| Fire, Flood & Robbery | 1 day per year providing evidence of Insurance Claim for loss is provided to the Employer |
| Fire, Flood & Robbery (PT) | 1 day per year providing evidence of Insurance Claims for losses to Employer |

22.11 - WSIA

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

22.12 Employee Self-Funded Leave Plan

The Parties are desirous of working collaboratively to ensure the efficient operation of Community Living Dundas County and,

The Parties acknowledge the benefit to both of them in establishing an employee self-funded leave plan and,

The following terms and conditions shall apply to a plan for employee financed leaves to be instituted by agreement between the Parties. The Parties agree as follows:

That an Employee and the Association may enter into an agreement whereby the Employee may request, and the Employer shall grant a leave of absence during which the Employee would be paid from accumulated funds deducted from their pay plus accrued interest as per the following:

That an Employee receives four fifths (4/5) salary in the 1st, 2nd, 3rd, and 4th years. One fifth (1/5) salary is deducted in each of the 1st, 2nd, 3rd, and 4th year and placed in trust for the leave in the 5th year; and,

That the granting of such leaves shall be at the sole discretion of the Association having due regard for work requirements and shall not result in an increase in cost to the Association; and,

That applications from Employees wishing to enter into an agreement with the Association on such leave must be in writing no less than thirty (30) working days in advance of the intended commencement of the wage deferral program; and,

That the monies deducted shall be deposited on behalf of the Employee in the _____ and shall accrue interest at prevailing rates as allocated by the receiving agency, less bank charges; and,

That deduction shall be made from the prevailing salary in each year of the option agreement. The accumulated amount including accrued interest shall then be paid out to the Employee in regular installments in the year of the leave. Payments will be made on the normal pay dates of the pay schedule for that year; and,

That salaries in each year of the option plan except the year of the leave shall be subject to the full deductions for income tax and pension with full service being credited for each year. The year of the leave shall not constitute a year of service; and,

That the Employee's seniority shall continue to accumulate during the year of the leave; and,

That where the leave has been granted the Association may post the vacated position as a temporary vacancy for the duration of the leave. The Association shall reinstate the person on leave to the same or a similar position to the one they left. The Employee taking the leave shall be advised of their position status at the beginning of their leave and advised to consult with the Union. The replacement Employee shall be advised of the temporary nature of their position upon their appointment to that position; and,

That in the event that the position of the person on leave ceases to exist by reasons of staff reduction or organizational changes requiring layoff, then the leave plan ceases and the funds accumulated together with accrued interest shall be paid out to the Employee concerned in a manner agreed to by both Parties; and, That in the event of death of the Employee, all remaining funds plus accrued interest shall be payable to the Employee's estate or designated beneficiary; and,

That should the Employee requesting the leave resign their position before taking the leave, all accumulated funds and accrued interest shall be paid to him/her in a manner agreed to by the Parties at the time of their termination and the Association shall be relieved of any and all obligation to the Employee at that time; and,

That an Employee on an Employee financed leave who decides that they will not be returning to employment with the Association shall notify the Employer as soon as possible of their decision and in any event no later than two (2) weeks prior to the date of their return; and,

That an Employee on this leave who will be returning to active employee status will give the Employer at least four (4) weeks' notice; and,

That on such termination all rights, benefits and seniority shall cease at the end of the month in which the termination occurs. These premiums are to be deducted from the Employee's deferred wages weekly; and,

That Employee benefits available to the Employee under the Collective Agreement as held by the Employee in the year prior to the leave may be continued subject to the approval of the carriers concerned. The cost of premiums for such benefits while on an Employee financed leave shall be the responsibility of the Employee.

22.13 The Employer will grant a leave of absence with pay, benefits and without loss of seniority or occupational classification for a maximum of one (1) year to an employee who requests such a leave, by reason of her election or appointment as an Officer or Employee of CUPE, OFL or the CLC. Only one (1) employee at any one time will be granted such a leave. The Employer shall bill "that" Organization for the employee's regular pay and benefits, including pension contributions.

22.14 A return to work (RTW) plan is a written document developed collaboratively by the injured or ill worker, the worker's Manager, the treating health professional (through the provision of functional abilities information), Human resources and a Union Representative. It outlines what needs to happen and when it will happen in order to help the injured or ill worker return to work. A RTW plan includes the following: RTW goal, the actions and activities required to achieve the RTW goal, time frames for achieving these goals, and health care needs.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01 (a) An employee shall be entitled to five (5) consecutive working days of compassionate leave with pay upon the death of **their** immediate family: parent, **child**, spouse, common-law spouse, **sibling**, **parent-in-law**.
- (b) An employee shall be entitled to three (3) consecutive working days compassionate leave with pay upon the death of **their** grandparent(s), grandchildren, **sibling-in-law**, grandparent(s)-in-law, **child-in-law**.
- (c) Permanent Part Time employees shall be entitled to one (1) day of bereavement leave with pay upon the death of **their** recognized family member(s) as is listed above in Article (a) and (b).

** For clarity purposes, (c) above shall mean that an employee, whether scheduled to work or not, shall be entitled to attend the funeral with one (1) day's pay. One (1) day, for the purposes of this article shall mean eight (8) hours.

23.02 An employee will not be eligible to receive payments under this Article for any period in which **they are** receiving payments in the form of paid holidays, any disability or sick leave benefits or Workplace Safety & Insurance Board (WSIB) benefits.

23.03 An employee will be granted one (1) day leave of absence at **their** regular straight time hourly rate to make arrangements for and/or attending the funeral of the employee's **parents siblings and parents siblings children**, provided that the employee loses time on a regularly scheduled working day.

ARTICLE 24 - WAGES

- 24.01 (a) Full-Time Employees
The Employer agrees to pay, and the Union agrees to accept for the term of this Agreement, the wages as set forth in Schedule "A" attached hereto.
- (b) Part-Time Employees
The Employer agrees to pay, and the Union agrees to accept for the term of this Agreement, the wages as set forth in Schedule "A" attached hereto.
- 24.02 The Association shall continue its present practices for the payment of wages and provision of statements unless changed by mutual agreement of the parties.

24.03 The Employer agrees to pay an employee, on that employee's temporary transfer to a higher paying position, the base rate of pay for that particular position should the employee work five (5) days or more, in another employee's rotation.

ARTICLE 25 - WORK OF THE BARGAINING UNIT & CONTRACTING-OUT

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

Where an individual and/or their representative enters into a written or verbal agreement with the Employer for the provision of supports or services currently offered, the Employer shall endeavour to use bargaining unit members to provide such supports or services. The final decision shall rest with the individual and/or their representatives.

In order to provide job security for the members of the bargaining unit, the employer agrees that all work or services presently performed, in addition to work hereafter assigned to the bargaining unit, shall not be contracted out, excepting cases mutually agreed to, in writing, by the Parties of this Collective Agreement.

ARTICLE 26 - BENEFIT PLAN - Full-Time Employees

26.01 The Employer agrees to pay the premiums for all eligible full-time employees in the active employ of the Employer, who have completed their probationary period:

- (a) Life Insurance - Employer pays 100% of the premiums
- (b) Long Term Disability - Employer pays 100% of the premiums
- (c) Health Care Insurance - Employer pays 100% of the premiums
 - (i) Pay Direct Card with mandatory generic substitution
- (d) Dental Care Insurance - Employer pays 100% of the premiums
- (e) The Employer will provide for a family vision care plan which shall include eye examination, eyeglasses, contact lenses and replacement. The Employer shall be responsible to provide \$300/24 months.

(f) Short Term Disability – the Employer pays 100% of the premiums.

Eligibility for the individual plans and benefits shall be determined by the carriers from time to time and shall not be the subject of any grievance or arbitration.

Employees who are not actively at work due to an approved or authorized leave of absence (sick leave, pregnancy leave, etc.) shall, after twelve (12) months of such leave no longer be entitled to the holiday or vacation benefits as provided for in Articles 19 and 20 of the Collective Agreement until such time as the employee returns to regular active employment.

26.02 Items A - E in Article 26.01 are more fully detailed in the Employer's Policy with the benefit carrier as amended from time to time.

26.03 All full-time employees are eligible for membership in the Employer's defined contribution pension plan provided they have passed their probationary period. The Employer shall match the employee's annual contribution to a maximum of four and one-half percent (4.5%) of the employee's annual non-overtime earnings.

Full-time employees on an approved leave may contribute back into their pension plan within the current month. The amount will be based on the employee's maximum contribution of four and one-half percent (4.5%) of their regular earnings for the time lost. This amount will be matched by the Employer. This will ensure the pension plan remains legislatively compliant with the Canada Taxation Agency.

26.04 Part-Time Employees – Pension

Employees currently employed will be eligible for membership in the Employer's defined contribution pension plan provided they have passed their probationary period.

The Employer shall match the part-time employee's annual contribution of two percent (2%) of the employee's non-overtime earnings.

Part-time employees on an approved leave may contribute back into their pension plan within the current month. The amount will be based on the employee's maximum contribution of two percent (2%) their regular earnings for the time lost. This amount will be matched by the Employer. This will ensure the pension plan remains legislatively compliant with the Canada Taxation Agency.

Effective October 1, 2017:

- (a) Current part-time employees who choose enrolment in the pension plan will receive two percent (2%) pension, **six percent (6%)** in lieu of benefits;
- (b) Current part-time employees who choose not to participate in the pension plan will receive **seven point five percent (7.5%)** in lieu of benefits;

After October 1, 2017:

- (c) All newly hired part-time employees will receive **six percent (6%)** in lieu of benefits with the option of two percent (2%) pension.

26.05

Part-Time Employees

Part-time employees shall receive payment in lieu of benefits in an amount equal to seven and one-half percent (7-1/2%) of the salary paid to them for time worked. Casual employees shall receive payment in lieu of benefits in an amount equal to five percent (5%) of the salary paid to them for time worked. Effective April 1st, 2006, all newly hired casual employees will not be eligible for payment in lieu of benefits. Employees shall be entitled to overtime pay in accordance with Article 18.05. Casual employees shall be entitled to vacation pay in accordance with the provisions of the *Employment Standards Act*.

All part-time employees shall earn vacation pay at the following rates: Each part-time employee, upon completion of service:

| | |
|--|--|
| 0-1800 hours seniority | 4% = 48 regularly scheduled hours |
| 1801-6400 hours seniority | 5% = 60 regularly scheduled hours |
| 6401-17600 hours seniority | 6% = 72 regularly scheduled hours |
| 17601 and greater hours seniority | 7% = 84 regularly scheduled hours |

Part-time and casual employees shall receive their vacation pay twice yearly, in January and July of each year.

In the event that a casual part-time employee is successful in receiving a part-time contract they will receive their vacation hours to use at their discretion with the approval of management or designate, equivalent to forty-eight (48) hours.

Part-time and casual employees in term positions may request vacation time off with pay to be deducted from their accrued vacation bank.

26.06 Change of Carrier

If at any time during the life of the contract, the Employer changes carrier, it is understood that the benefits conferred shall not in total be decreased. Before making such a substitution, the Employer shall notify the Union in writing to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

ARTICLE 27 - GENERAL ALLOWANCE

(*)27.01 (a) Mileage Allowance

Employees required to use their personal vehicle in the course of their employment shall receive a mileage allowance of 45 cents per kilometre.

(b) The Employer agrees to pay for additional auto insurance, up to a maximum of \$250.00, for each employee required by the Employer to utilize their automobiles in the scope of their employment.

(*)27.02 Tools and Safety Equipment

The Employer shall provide all tools, safety footwear, and equipment required by employees in the performance of their duties.

ARTICLE 28 - JOB DESCRIPTIONS

28.01 The Employer agrees to provide job descriptions for all employees in the Bargaining Unit within 90 days. The job description shall identify a specific position within a programme or activity of the Employer, summarize the duties required by the Employer, and indicate the appropriate occupational group and job title. Revisions of job descriptions shall be presented to the Union.

The Union shall have the right to commence a grievance at step 2 of the Grievance Procedure for any disagreement or dispute involving job description contents.

28.02 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay in question such dispute shall be submitted to grievance and arbitration for determination.

The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

28.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the Employer shall, within thirty (30) days of the signing of this Agreement, print and distribute a copy to each employee of this Agreement. The cost of photocopies will be shared equally among the Employer and Local 2892.

ARTICLE 29 - HEALTH AND SAFETY

29.01 A Health and Safety Committee will be established composed of two (2) Union and two (2) Employer members. This Committee shall meet as required and shall have powers to look into any matters affecting or which may affect the health and safety of employees covered by this Agreement. The parties shall each designate an alternate.

The Employer will be in compliance with the *Occupational Health and Safety Act* and any other pertinent legislation and/or any legislative changes.

29.02 An employee shall not be disciplined for refusal to work on a job which is not safe.

29.03 Where the Health and Safety Committee meet during regular working hours, no employee shall lose pay as a result of his participation. All time spent at Committee meetings or activities shall be considered time worked and remunerated at the appropriate rate of pay.

29.04 The Employer agrees to pay for costs associated for certification training.

29.05 Violence in the Workplace

The Employer and the Union recognize their joint obligation to provide and maintain a safe, healthy and supportive workplace that treats employees and clients with respect, fairness and sensitivity. This will comply with all duties and responsibilities under the *Occupational Health and Safety Act and Regulations* as may be amended from time to time.

The Parties agree to joint input into any additions or revisions to the Workplace Violence & Prevention Policy dated April 2010.

We are committed to providing a working environment free of violence by ensuring that all workplace parties are familiar with the definitions of workplace violence and their individual responsibilities for prevention and corrective action. Joint input to revisions/additions will be reviewed by all parties prior to implementation.

ARTICLE 30 - ARTICLE HEADINGS & LANGUAGE INTERPRETATION

30.01 In this Agreement, the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural.

ARTICLE 31 - DURATION OF THIS AGREEMENT

31.01 This Agreement shall be binding and remain in effect from **April 1, 2023 to March 31, 2027**.

31.02 This Agreement shall continue in full force for another full term thereafter unless either party gives the other party notice in writing ninety (90) days prior to the termination date, giving the other party the proposed changes or amendments in writing.

31.03 Any changes deemed necessary in this Agreement may be made by written agreements, acknowledged in writing by the other party, at any time during the term of validity of this Agreement.

31.04 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until the conciliation procedure has been completed which comes first.

This agreement shall be binding and remain in effect to March 31, **2027** and shall continue in full force and effect for another full term thereafter unless either party gives to the other party notice in writing ninety (90) days prior to the termination date, giving the other party the proposed changes or amendments in writing.

31.05

Continuation of Acquired Rights

In the event that the Employer merges or amalgamates with any other body, the Employer will provide the Union with ninety (90) days' notice and shall ensure, where possible:

1. Unionized employees are credited with all seniority rights with the new employer;
2. All service credits relating to vacation, sick leave credits, pension and any other benefits shall be recognized by the new employer;
3. All work and services now performed by a member of CUPE shall continue to be performed by CUPE members with the new employer;
4. CUPE seniority with the other employer shall be credited and union seniority shall be recognized;
5. Conditions of employment and wage rates for the new employer shall be at least equal to the best provisions in effect with the merging employer's; and
6. Preference in location of employment in the merged program shall be on the basis of seniority.

All provisions of this clause are subject to applicable laws now or hereafter in effect.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of the 1 day of March, 2024.

COMMUNITY LIVING DUNDAS COUNTY

D. Boardman
S. O'Neil
D. Karvick
M. Chambers

C.U.P.E. LOCAL 2892

Paul ...
Laura James
J. ...
Christine ...

THE ATTACHED LETTERS ARE TO FORM PART OF THIS AGREEMENT.

-A-

LETTER OF AGREEMENT

BETWEEN
COMMUNITY LIVING DUNDAS COUNTY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2892

RE: INDIVIDUALIZED FUNDED POSITION

1. The parties recognize the following:
 - a) That the Employer has been approached by representatives of individuals with disabilities who are receiving individual support funding and who have requested the Employer to provide support;
 - b) That the parties have agreed to utilize bargaining unit employees to provide support through the institution of an Individualized Funded Position;
 - c) That the parties recognize the need to provide support while respecting and understanding that this support is being provided in the individuals home and under terms and conditions set by the individual and his/her family.
2. The term "Individualized Funded Position" shall mean a full-time or part-time position established by the Employer as a result of an Agreement between the Employer and Representatives of individuals who are receiving individual support funding for the purpose of providing support to that individual.
3. Where the Employer decides to establish an "Individualized Funded Position", the position shall be posted pursuant to the provisions of Article 15 of the Collective Agreement and all of the provisions of that Article shall apply to the posting except as modified as follows:
 - i) "Individualized Funded Positions" will be open to application by all bargaining unit employees.
 - ii) The "Individualized Funded Position" will be awarded to the applicant selected by the Employer and Representative of the individual, based on suitability and compatibility with the individual. The decision of the Employer in this regard shall be in its sole discretion and may not be the subject of a grievance by an employee or the Union.

- iii) Where there are no applicants or no successful applicants for the posted "Individualized Funded Position", the Employer may fill the position in such a manner as it sees fit.
4. In the event that an "Individualized Funded Position" is awarded to a part-time bargaining unit employee, such employee shall be permitted to retain their previous non "Individualized Funded Position" provided that the total hours of work of that employee in a week do not exceed forty (40) hours or twelve (12) hours in any one day and provided that the hours of work of the "Individualized Funded Position" can be reasonably accommodated by the Employer in scheduling the part-time employee in their other bargaining unit position. The combination of hours of work shall not be used by an employee to establish entitlement to benefits or other full-time rights and privileges under the Collective Agreement.
 5. The employee who accepts an "Individualized Funded Position" shall maintain their previous bargaining unit wide seniority for the duration of the "Individualized Funded Position" and shall continue to accumulate further bargaining wide seniority while employed in an "Individualized Funded Position".
 6. The Employer shall establish an appropriate call-in list for "Individualized Funded Positions". This list shall be developed and hours shall be assigned on a seniority basis.
 7. Notwithstanding any of the provisions of the Collective Agreement, an "Individualized Funded Position" may be cancelled by the Employer and/or Representative of the individual at any time. Such cancellations shall not be the subject matter of a grievance by the employee or Union.
 8. All of the provisions of the current Collective Agreement between the parties shall apply to persons employed in an "Individualized Funded Position" except as modified or amended by this agreement.

SIGNED in Morrisburg, Ontario this 1 day of March, 2024.

FOR THE EMPLOYER

FOR THE UNION

A. Bradman
J. C. McNeil
D. A. McKee
M. Chambers

Paul Barber
Laura Jones
Dee Seer
Robert C. Hendrick

-B-

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING DUNDAS COUNTY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2892

RE: WAGE RE-OPENER

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires March 31, 2023 with respect to the following matters.

In the event that the Ministry of Children, Community & Social Services (MCCSS) provides the Employer with targeted wage gap funding for the fiscal year 2021/2022 and 2022/2023, the members of the respective bargaining committee shall meet to negotiate the implementation of any targeted wage gap funding that turns out to be in excess of the percentage increases negotiated as part of this agreement and appears in Schedule A.

This Letter of Understanding forms part of the Collective Agreement.

SIGNED in Morrisburg, Ontario, this 1 day of March, 2024.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING - CENTRAL BARGAINING / LABOUR FORCE STRATEGY

5. The Employer commits to write the Minister of Community and Social Services, and to provide a copy of the letter to the Union, as soon as possible after the signing of the collective agreement.
6. The Employer furthers to agree to lobby the Provincial 'Government through its' membership in Community Living Ontario and/or Ontario Agencies Supporting Individuals with Special Needs to obtain resources to fund agencies to achieve the provision of comprehensive services and supports to individuals with an intellectual disability and appropriate wages, benefits, and working conditions for employees.

SIGNED in Morrisburg, Ontario this 1 day of March, 2024.

FOR THE EMPLOYER

D Boardman
S. O'Neil
D. A. O'Neil
M. Chambers

FOR THE UNION

Samir Wilson
Laura Jones
John
Angela Schmidt

-C-

LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2892
AND
COMMUNITY LIVING DUNDAS COUNTY

RE: CENTRAL BARGAINING / LABOUR FORCE STRATEGY

Without Prejudice

WHEREAS the Employer and the Union are parties to the Collective Agreement;

AND WHEREAS the parties recognize a shared concern for providing comprehensive services to individuals that we support and fair wages to the employees of Community Living Dundas County.

The Parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress, quality of service and sustainability of the sector. All Parties support the Developmental Service sector in strengthening the important services it delivers and to make the work of the sector a "career of choice".

THEREFORE the parties agree as follows:

1. The Employer and the Union agreed to examine the process of central bargaining in order to ascertain its' benefits for the parties, with a view of participating in central bargaining for the next round of collective bargaining.
2. The Employer agrees to concentrate its' efforts by the Employer Associations (Community Living Ontario and/or Ontario Agencies Supporting Individuals with Special Needs) to examine structures that will facilitate central bargaining in the next round of collective bargaining with CUPE and its' locals that represent members who work with agencies providing services to individuals with an intellectual disability.
3. The Employer will also agree to recognize the efforts of other service providers that have agreed to a Letter of Understanding on central bargaining and the Canadian Union of Public Employees to discuss implementation of central bargaining for the next collective agreement.
4. The Employer further undertakes to work with the Minister of Community and Social Services to develop the resources required to meet the significant financial pressures experienced in the provision of services by Community Living Dundas County.

-D-

LETTER OF UNDERSTANDING

BETWEEN
Community Living Dundas County
AND
Canadian Union of Public Employees
Local 2892

WHEREAS the Parties are desirous of maintaining a harmonious workplace they agree as follows:

- to meet within sixty (60) days of ratification to discuss the issue of conversion to FTE's (full-time equivalents) in the workplace at a labour-management meeting;
- they further agree to keep this item on the labour-management meeting agenda and explore avenues for the potential creation of full-time jobs. Operational considerations specifically ensuring the provision of services and supports to individuals shall be a primary consideration.

SIGNED in Morrisburg, Ontario this 1 day of March, 2024.

FOR THE EMPLOYER

FOR THE UNION

R. Landman
Sh. Q. Fed.
D. K. Role
M. Chambers

Michelle G. Gowan
Laura Jones
Patricia
Michelle H. H. H.

-E-

LETTER OF UNDERSTANDING

B E T W E E N
Community Living Dundas County

A N D

Canadian Union of Public Employees
Local 2892

RE: CORE COMPETENCIES

WHEREAS the Parties are desirous of maintaining a harmonious workplace they agree as follows:

- to meet regularly after ratification to discuss the issue of Core Competencies at a labour-management meeting;
- to share information as it becomes available on an ongoing basis with open dialogue.

SIGNED in Morrisburg, Ontario this 1 day of March, 2024.

FOR THE EMPLOYER

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[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

FOR THE UNION

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

-F-

LETTER OF UNDERSTANDING

B E T W E E N

Community Living Dundas County

A N D

Canadian Union of Public Employees
Local 2892

RE: REGULATORY COLLEGE

WHEREAS the Parties are desirous of maintaining a harmonious workplace they agree as follows:

- to meet at a later date to discuss the issue of a Regulatory College, should it become a Provincial issue and directed by Ministry directive or regulation or legislation.

SIGNED in Morrisburg, Ontario this 1 day of March, 2024.

FOR THE EMPLOYER

D. Boardman
L.O. Neil
Maude K
M. Chamber

FOR THE UNION

Paul ...
Lana Jones
C. S.
Cheryl ...

-G-

Letter of Agreement

The Employer and the Union are parties to the Collective Agreement.

The parties recognize a shared concern for providing a comprehensive benefit plan.

The parties agreed to examine the process of Group Benefits in order to sustain, strengthen the value of benefits and explore flexible benefit options within a competitive market.

Therefore within 9 months of signing the Collective Agreement the parties will meet with Insurance Broker to provide education and information regarding a Health Care Spending Account.

SIGNED in Morrisburg, Ontario this 1 day of March, 2024.

FOR THE EMPLOYER

FOR THE UNION

| | |
|--------------------|--------------------|
| <u>D Boardman</u> | <u>[Signature]</u> |
| <u>[Signature]</u> | <u>[Signature]</u> |
| <u>[Signature]</u> | <u>[Signature]</u> |
| <u>[Signature]</u> | <u>[Signature]</u> |

Schedule A

Support Worker/Community Support Worker

| | <u>Base</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------------------|-------------|---------------|---------------|---------------|
| JAN 1-23 (PE 1%) | 30.28 | 31.03 | 31.78 | 32.53 |
| APR 1-23 (CA 2%) | 30.89 | 31.64 | 32.39 | 33.14 |
| APR 1-24 (CA 2%) | 31.51 | 32.26 | 33.01 | 33.76 |
| APR 1-25 (CA 2%) | 32.14 | 32.89 | 33.64 | 34.39 |
| APR 1-26 (CA 2.5%) | 32.95 | 33.70 | 34.45 | 35.20 |

Support Worker Assistant

| | <u>Base</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------------------|-------------|---------------|---------------|---------------|
| JAN 1-23 (PE 1%) | 26.89 | 27.64 | 28.39 | 29.14 |
| APR 1-23 (CA 2%) | 27.43 | 28.18 | 28.93 | 29.68 |
| APR 1-24 (CA 2%) | 27.98 | 28.73 | 29.48 | 30.23 |
| APR 1-25 (CA 2%) | 28.54 | 29.29 | 30.04 | 30.79 |
| APR 1-26 (CA 2.5%) | 29.26 | 30.01 | 30.76 | 31.51 |

Overnight Worker

| | <u>Base</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------------------|-------------|---------------|---------------|---------------|
| JAN 1-23 (PE 1%) | 26.51 | 27.26 | 28.01 | 28.76 |
| APR 1-23 (CA 2%) | 27.04 | 27.79 | 28.54 | 29.29 |
| APR 1-24 (CA 2%) | 27.58 | 28.33 | 29.08 | 29.83 |
| APR 1-25 (CA 2%) | 28.14 | 28.89 | 29.64 | 30.39 |
| APR 1-26 (CA 2.5%) | 28.85 | 29.60 | 30.35 | 31.10 |

Part-time Support Worker

| | <u>Base</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------------------|-------------|---------------|---------------|---------------|
| JAN 1-23 (PE 1%) | 24.96 | 25.71 | 26.46 | 27.21 |
| APR 1-23 (CA 2%) | 25.46 | 26.21 | 26.96 | 27.71 |
| APR 1-24 (CA 2%) | 25.97 | 26.72 | 27.47 | 28.22 |
| APR 1-25 (CA 2%) | 26.49 | 27.24 | 27.99 | 28.74 |
| APR 1-26 (CA 2.5%) | 27.16 | 27.91 | 28.66 | 29.41 |

Casual Part-time Support Worker

| | <u>Base</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------------------|-------------|---------------|---------------|---------------|
| JAN 1-23 (PE 1%) | 23.93 | 24.68 | 25.43 | 26.18 |
| APR 1-23 (CA 2%) | 24.41 | 25.16 | 25.91 | 26.66 |
| APR 1-24 (CA 2%) | 24.90 | 25.65 | 26.4 | 27.15 |
| APR 1-25 (CA 2%) | 25.40 | 26.15 | 26.90 | 27.65 |
| APR 1-26 (CA 2.5%) | 26.04 | 26.79 | 27.54 | 28.29 |

Enhanced Part-time Community Support Worker

| | <u>Base</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------------------|-------------|---------------|---------------|---------------|
| JAN 1-23 (PE 1%) | 30.28 | 31.03 | 31.78 | 32.53 |
| APR 1-23 (CA 2%) | 30.89 | 31.64 | 32.39 | 33.14 |
| APR 1-24 (CA 2%) | 31.51 | 32.26 | 33.01 | 33.76 |
| APR 1-25 (CA 2%) | 32.14 | 32.89 | 33.64 | 34.39 |
| APR 1-26 (CA 2.5%) | 32.95 | 33.70 | 34.45 | 35.20 |

