

COLLECTIVE AGREEMENT

Between

COMMUNITY LIVING DURHAM NORTH

and

CANADIAN UNION OF PUBLIC EMPLOYEES

And its Local 2936-07



Expires: March 31st, 2026

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	PURPOSE OF AGREEMENT.....	5
2	MANAGEMENT RIGHTS.....	5
3	RECOGNITION AND NEGOTIATION.....	5
4	HUMAN RIGHTS.....	7
5	UNION MEMBERSHIP REQUIREMENT.....	7
6	CHECK-OFF OF UNION DUES.....	8
7	EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES.....	8
8	CORRESPONDENCE.....	8
9	GRIEVANCE PROCEDURE.....	9
10	ARBITRATION.....	10
11	DISCHARGE, SUSPENSION & DISCIPLINE.....	11
12	SENIORITY.....	12
13	PROMOTIONS AND STAFF CHANGES.....	14
14	LAY-OFFS AND RECALLS.....	17
15	HOURS OF WORK.....	20
16	OVERTIME.....	24
17	PAID HOLIDAYS.....	25
18	VACATIONS.....	26
19	SICK LEAVE PROVISION.....	28
20	LEAVE OF ABSENCE.....	29
21	PAYMENT OF WAGES AND ALLOWANCES.....	34

22	JOB CLASSIFICATION & RECLASSIFICATION	36
23	BENEFIT PLANS	36
24	TEMPORARY EMPLOYEES	40
25	TECHNOLOGICAL AND OTHER CHANGES	41
26	JOB SECURITY	42
27	GENERAL CONDITIONS	42
28	HEALTH AND SAFETY	44
29	COPIES OF AGREEMENT	45
30	TERM OF AGREEMENT	45
31	RETROACTIVITY	46
	SCHEDULE A	47
	LETTERS OF UNDERSTANDING	
	* COMMUNITY SUPPORTS PROGRAM	48
	* CONVERSION TO FULL TIME	49
	* JOINT LOBBYING	50
	* ADDITIONAL FUNDING	51
	* LABOUR FORCE STRATEGIES	52
	* GRAND-PARENTING	53
	* PPE SUPPLY	54
	* OVERNIGHT ASLEEP	55
	* VACATION COVERAGE	56

This Agreement made this day of 2024

BETWEEN:

COMMUNITY LIVING DURHAM NORTH

(hereinafter called “the Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2936-07

(hereinafter called “the Union”)

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both parties to this Agreement:
- 1) To set out their agreement with respect to certain conditions of employment,
 - 2) To encourage efficiency in operations,
 - 3) To co-operate and harmoniously work together in the promotion of high standards of support, and
 - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 (a) The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer, to direct the working forces, and to manage the operation of the Employer. Without limiting the generality of the foregoing, the Employer has the right to hire, promote, demote, classify, layoff, determine equipment required, determine the location and extent of operations, create rules and regulations, discipline and discharge subject to the right of an employee who has completed their probationary period, or who is probationary as set out in article 12.03, to grieve that such discipline or discharge is without just cause, determine the qualifications required for each position, and determine the assignment of work.
- (b) It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement.
- 2.02 Non-Discriminatory Exercise of Rights
The Employer will not exercise its rights or make or enforce rules and regulations in a manner inconsistent with the terms of this agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 Bargaining Unit
The employer recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive collective bargaining agent for all of its employees of Community Living Durham North in the Regional Municipality of Durham, save and except Program Managers, persons above the rank of Program Manager, Office and Clerical staff, persons regularly employed for not more than twenty-four hours per week, supported people engaged in vocational training, students employed during the school vacation period, students employed on a cooperative training program through a school, college, or university, and Family Home Providers.
- 3.02 a) Work of the Bargaining Unit
Bargaining unit work shall only be performed by bargaining unit members. Volunteers, including students, co-op students, and others who provide assistance to the Employer on a paid or unpaid basis, shall be used only to enrich programs or provide other services, and shall not be used if such use affects the terms and conditions of employment of a bargaining unit employee, or replaces, or is used in lieu of employing a bargaining unit employee.

Where a parent or a representative of a supported person, or a supported person themselves enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer, the Employer shall only use bargaining unit members to provide such supports or services.

b) Use of Volunteers

When requested, the employer will advise the union at Employee Relations meetings of the agency's use of volunteers including the type of services performed and their locations.

3.03 No Other Agreements

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

3.04 Right to Fair Representation

The Union shall have the right to have the assistance of the Canadian Union of Public Employees' National Representative assigned to the Local at any formal Union/ Management meeting. The National Representative shall have access to the Employer's premises for the purpose of attending such meetings. Given prior mutual agreement, the Union or the Employer may have the assistance of any other personnel who may be of assistance to either party.

3.05 Union Representatives

The Union recognizes and agrees that union representatives have their regular duties to perform in connection with their employment. Union representatives shall only perform those union duties within working hours which are expressly permitted within this agreement and shall take only such time as necessary to perform such duties. Representatives of the Union shall not suffer any loss of pay or benefits for any time involved in such meetings.

Permission to leave work during working hours for such purposes shall be obtained beforehand from the immediate manager or designate, at which time the anticipated time of return to work shall also be stated. Such permission shall not be unreasonably withheld.

3.06 The Union agrees to notify the employer in writing of the names of the employees elected or appointed to represent the Union pursuant to the terms of this agreement. The notice will contain the name and area of representation or the committee which the employee represents. The employer shall not be required to recognize a Union Representative prior to receipt of such notice.

3.07 Committees

The following committees shall be established consisting of an equal number of representatives from the Union and the employer.

(a) Negotiating Committee

A Union Negotiating Committee shall be elected or appointed and shall consist of not more than three (3) members from the bargaining unit.

(b) Employee Relations Committee

The Employer and the Union shall each name up to three (3) representatives and one (1) alternate to the Employee Relations Committee which shall meet on a quarterly basis with Work Load issues as a standing agenda item. The parties will set one (1) meeting every three (3) months starting April 1 and ending March 31. Within a week of the date, if no agenda items are forthcoming, the meeting may be cancelled. The parties agree that at times meetings of the Employee Relations Committee may need to be called beyond the set dates. In regards to these meetings, quarterly and others if needed, the parties will agree on a date, time, place, and agenda. The purpose of the above referred to meetings will be to discuss matters of mutual interest and concern to the parties.

(c) Union/Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer Representatives, but with a minimum of two (2) Union and two (2) Employer members and one (1) alternate. The Health and Safety Committee shall hold meetings at least once every three (3) months for the purpose of jointly fulfilling its role pursuant to the Occupational Health and Safety Act.

(d) Any other committee required by legislation.

ARTICLE 4 - HUMAN RIGHTS

4.01 The Employer and the Union agree that there shall be no discrimination or harassment as defined by the Human Rights Code, and/or by reason of activity or non-activity in the Union, exercised or practised with respect to any employee. Therefore, the parties agree that they will give their full support to the spirit and intent of the Ontario Human Rights Code as amended and/or other legislation that may be enacted from time to time, for the purpose of protecting or strengthening these rights.

It is further agreed that the Association policy may be referenced by the Union or become the subject of any grievance concerning discrimination and/or harassment.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Union Membership

a) All employees who are members of the Union, at the time this agreement becomes effective, shall retain membership in the Union for the duration of this agreement unless promoted or transferred to a non-union job in accordance with Article 3.01.

- b) As a condition of employment, new employees that comply with Article 3.01 shall join the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

Subject to any order of the Ontario Labour Relations Board pursuant to the Labour Relations Act, the Employer shall deduct from every employee covered by this agreement union dues or other assessments generally applicable to members of the bargaining unit for periods in excess of three (3) months levied by the union on its members, provided that the employer is advised of the rate of such dues or assessments in writing at least forty-five (45) days prior to the effective date of such rate of dues. The Union agrees to indemnify and save the Employer harmless with respect to any claims arising from the deduction of such dues or their remission to the Union.

6.02 Deductions

Subject to any order of the Ontario Labour Relations Board pursuant to the Labour Relations Act, deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which dues are levied. The cheque shall be accompanied by a list of the names, classifications and dues deducted on behalf of each bargaining unit employee.

6.03 Dues Receipts

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

- 6.04 The Employer will provide the Recording Secretary of the Union, on a quarterly basis, a list of all employees, their home addresses and phone number.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 (a) The Employer shall, at the time of hiring, provide new employees with a copy of the Collective Agreement subject to article 29.01.
- (b) The Union shall, within five (5) working days of hiring, provide new employees with a list of union representatives. The union representative will be allowed fifteen (15) minutes during working hours to provide the list and talk to the new employee. Such meetings shall take place out of the presence of supported people and at a time and place which does not unduly interfere with the operations of the employer.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Secretary of the Union with a copy to the Unit Chairperson. The Union shall inform the Employer in writing of the name and address of the Secretary of the Union and Unit Chairperson and of any changes as they occur. Failure to comply with this article shall not invalidate any management action otherwise in accordance with this agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the union shall appoint two (2) union stewards. A steward may assist an employee in presenting their grievance at any stage of the grievance procedure following the submission of a written grievance, if the employee so requests. No more than one bargaining unit member who is a steward or union representative shall attend at any such meeting unless mutually agreed between the parties.

9.02 Names of Stewards

The union shall notify the employer in writing of the name of each steward and the name of the Unit Chairperson before the employer shall be required to recognize them.

9.03 Permission to Leave Work

- a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties as recognized within this agreement as long as such steward complies with the articles of this collective agreement.
- b) The Union recognizes that each steward is employed full-time by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, the steward shall not leave work without obtaining the permission of their Manager, which permission will not be unreasonably withheld.

9.04 Definition of Grievance

A grievance is a complaint relating to the application, interpretation, or administration of this collective agreement. Complaints shall be initiated no later than fifteen (15) working days after the date of the circumstances giving rise to the complaint or within fifteen (15) working days of the date at which the Union or employee ought reasonably to have been aware of those circumstances.

9.05 Settling of Grievances

The parties shall endeavour to settle grievances promptly in the following manner:

Step 1 Complaint Stage

The employee shall first verbally discuss the complaint with their immediate Manager, or in their absence, their designate. The Manager or their designate shall respond to the complaint, to the griever, within seven (7) working days of the complaint being brought to their attention.

Step 2 Written Grievance

Failing satisfactory settlement of the complaint, the griever may then submit a written grievance to their Manager, or in their absence, their designate within seven (7) working days of the response given at the complaint stage. The employer shall meet with the griever and the steward if the griever so chooses, to review the grievance within seven (7) working days following receipt of the written grievance. The employer shall provide a written response to the griever within seven (7) working days following the grievance meeting.

Step 3 Meeting

Failing satisfactory settlement of the written grievance at Step 2, the Union may request a further meeting with the Employer to review the grievance within (7) seven working days of the written response of the Employer at Step 2. Such a meeting shall take place within (10) ten working days of the Employer's receipt of such a request. The Employer shall thereafter provide to the Union a further written response to the written grievance within (7) seven working days following the second grievance meeting.

Step 4 Grievance Mediation

Within ten (10) working days of receipt of the Step 3 response, the parties may agree that failing a resolution, the matter will be referred to a mutually agreed upon Grievance Mediation Officer. If parties do not agree to Mediation and or failing resolution at Mediation, either party has the right to submit the matter to Arbitration under Article 10.

9.06 Union Policy Grievances, Management Grievances

A Union policy grievance or a management grievance may be immediately filed at step 2 of the grievance procedure. Step 2 procedure applies with necessary amendments to management grievances. The union shall not file a policy grievance in respect of a matter where an individual grievance could be properly filed. The parties may agree that a number of identical or substantially similar grievances filed by individuals may be processed as a group grievance. Group grievances may be initiated at Step 2 of the grievance procedure.

ARTICLE 10 - ARBITRATION

- 10.01 A request that a grievance be referred to arbitration must be made by registered mail addressed to the other party within twenty (20) working days of receipt of that party's response at Step 2 or within twenty (20) working days of failure at GMO. Such referral must include the referring party's proposal for the selection of a sole arbitrator. Upon receipt of such notice of referral, the other party shall respond to the referring party's proposal within ten (10) days of its receipt.
- 10.02 The parties may mutually agree that a board of arbitration composed of an employer nominee, a union nominee, and a neutral chairperson be appointed instead of appointing a sole arbitrator. In such circumstances the parties' agreement shall include the procedure to be followed in such circumstances, and such agreement shall be enforceable as part of this collective agreement.
- 10.03 Neither an arbitrator nor arbitration board shall have the power to change this agreement or to alter, modify or amend its provisions or make any decision contrary to the provisions of this agreement.
- 10.04 Should the award of a sole arbitrator or Board of Arbitration be ambiguous, either party may apply to the original sole arbitrator or chairperson of the Board of Arbitration to reconvene in order to clarify their decision.

- 10.05 Each party shall pay one half of the fees and expenses of an arbitrator appointed and all of the fees and expenses of any nominee it appoints.
- 10.06 The time limits contained in Articles 10 or 11 of this agreement may only be extended in writing by mutual consent of the parties. The parties acknowledge that all of the time limits set out in the grievance and arbitration procedures are mandatory subject to section 48 (16) of the Labour Relations Act. When counting days the first day counted shall be the first full (24 hour) day.
- 10.07 Witnesses
At any stage of the arbitration procedure, the parties shall have the assistance of the grievor(s), union steward or unit chair person and any necessary witnesses. During any mediation in relation to a grievance, the union shall have the assistance of the grievor(s) and any steward or unit chairperson involved.
- 10.08 The parties agree that wherever we mention working days in Articles 9 or 10, it means Monday to Friday excluding statutory holidays.

ARTICLE 11 - DISCHARGE, SUSPENSION & DISCIPLINE

- 11.01 Discharge and Suspension Procedures
An employee may be suspended or dismissed, but only for just cause. Just cause includes, but is not limited to, any abuse or assault of a supported person theft and fraud. Such employee and the union shall be notified promptly in writing by the Employer setting out the reason for such suspension or discharge.
- 11.02 An employee considered by the Union to have been discharged in violation of this agreement shall file their complaint at step 2 of the grievance procedure.
- 11.03 When contacting a staff person to schedule a meeting that will be, or may become, disciplinary in nature, the management representative will use a stock phrase: "the meeting is or may be disciplinary in nature." No additional information need be communicated in order to schedule such a meeting. The absence of this stock phrase, as well as the expressed purpose of the meeting, will make it clear to the Employee that the meeting will not be disciplinary in nature and that a union representative will not be permitted to attend. However, if, during the meeting, the Employee believes the meeting is after all disciplinary in nature, they will have the right to suspend the meeting and seek Union assistance. Immediately following any disciplinary proceeding, a copy of all discipline notices will be provided to the employee and union representative.
- 11.04 An employee shall have the right to request the presence of their steward (or designate) at any meeting with managerial personnel if the employee is given prior notice that the employee will, or may, be disciplined during the meeting. If notice of discipline is not provided, discipline will not occur during the meeting. The steward (or designate) must be an employee and must be available to attend within twenty-four (24) hours. When full time representatives are unavailable, the steward (or designate) may be a member of 2936-11 but this will not imply that the bargaining units are merged in any way.

11.05 Employee Record

The record of an employee shall not be used against them at any time after twelve (12) months of active employment following a suspension or disciplinary action, including letters of reprimand or any adverse reports, providing there have been no intervening incidents of suspension or disciplinary action.

11.06a) In the event the Employer investigates a matter in which an employee is suspended pending the outcome of the investigation, the employee's suspension shall be with pay. The unit chair will be notified of such suspension.

b) Where an employee who is the subject of an investigation is interviewed during the process, they shall receive the right to a union steward being present during the interview. The Parties agree that the role of the steward is to represent members and not to answer questions on behalf of the employee being interviewed. The employee will be permitted to meet with the steward fifteen (15) minutes in advance of the meeting.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be recognized in determining preference or priority for promotion, transfer, lay-off, permanent reduction of the workforce, and recall to the extent set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, their placement will be defined through a drawing of lots. All current employees will retain their position on the seniority list. An up-to-date seniority list shall be posted on the CLDN intranet website at the end of each quarter. Such seniority lists shall be deemed to be accurate for all purposes if no complaint or grievance concerning the accuracy of such a list is made or filed within fourteen (14) days of its posting.

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first six (6) months of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. The parties recognize that the termination of a probationary employee may be the subject matter of the grievance and arbitration procedures set out in this agreement. However, the parties specifically agree that the appropriateness of the termination of a probationary employee is a matter for the discretion of the employer and provided that the exercise of discretion in the termination of a probationary employee has not been arbitrary, discriminatory nor exercised in bad faith, then the employer will have established cause for termination of a probationary employee. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority

An employee shall lose all seniority and their employment shall be deemed terminated in the following circumstances:

- 1) They are discharged or terminated and not reinstated through the Grievance and Arbitration procedure.
- 2) They resign and do not revoke their resignation, in writing, within forty-eight (48) hours. This provision shall not be construed as any restriction on the right of the Employer to discipline or discharge employees for just cause.
- 3) They fail to return to work within fourteen (14) days after notice of recall by registered mail to last address provided, unless failure to return is due to sickness or other just cause.
- 4) They fail to report for work for a period of three (3) consecutive working days without notifying the employer unless a reasonable explanation is given.
- 5) They are retired.
- 6) They are laid off for a continuous period in excess of twenty-four (24) months. Or, if the employee, at any point during their layoff, elects, in writing, to receive termination and/or severance pay to which they may be entitled pursuant to the provisions of the Employment Standards Act, rather than retain recall rights under this agreement.
- 7) They are absent due to a compensable illness or to a non-compensable illness subject to the Human Rights Code and the Employer has proven that they are unable to accommodate a disabled employee as defined by the Human Rights Code.

12.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is promoted to a non-union position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to utilize their accumulated seniority for a posted position in the bargaining unit during their trial period, which shall be a maximum of twelve (12) months. After twelve (12) months have gone by and an employee returns to a position in the bargaining unit they will have no seniority for the purpose of this agreement. However, they will be allowed their service with the Employer for the purpose of this agreement (i.e. vacation benefits, pension and job rate).

12.06 Seniority While on Unpaid Sick Leave

Seniority shall continue to accrue while an employee is away from work due to illness or disability, subject to 12.04 (8) above. Seniority lists posted under Article 12.02 shall continue to reflect an employee's accrued seniority while the employee is away from work due to illness or disability.

12.07 Seniority When Transfer from Part-time to Full-time Status

When a part-time employee is the successful candidate for a full-time position and

transfers into the full-time position, their seniority shall transfer to the full-time bargaining unit and be calculated based on 1820 hours paid one (1) year. Their seniority date will be adjusted to reflect their part-time seniority. When a full-time employee is the successful candidate for a part-time position and transfers into the part-time position, their seniority shall transfer to the part-time bargaining unit and be calculated based on 1820 hours one (1) year.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the employer shall post notice of the position in the Employer's offices and via CLDN email addresses for a minimum of one (1) week, so that all members will know about the vacancy or new position. In the case of a seven (7) day posting missed by an Overnight staff because they were not in the workplace for the entire duration, given their regular rotation, said staff will have one extra day to apply for the position.

An employee already on the Transfer List, for the location in question, will have the duration of the seven day posting to notify the employer that they wishes to exercise their option. If this occurs, the position will be filled in accordance with 13.02 below.

If no employee on the Transfer List exercises their option to transfer, the vacancy will be filled in accordance with 13.06.

For the second or resulting vacancy the procedure will be as above.

If a third vacancy results, the transfer list will not be considered and the vacancy will be posted.

The employer may appoint into any further vacancies resulting from the initial vacancy.

Notwithstanding the above, temporary vacancies of less than three (3) months need not be posted at all. Before implementing an extension, the Employer will consult with the Union.

13.02 Transfer List

The Employer will maintain an ongoing single list upon which each employee may register their desire to transfer from their current location to their ideal locations.

For the purpose of this list only, the Port Perry and Uxbridge Community Supports shall be two separate programs.

The list may be updated at any time during the month of June and again in December and will be re-posted the first week of July and January. An employee will only be removed from such list upon written request to be removed.

When a vacant position is posted and one or more employees on the transfer list inform the employer, within the duration of the posting, that they wish to transfer into the vacancy, the position will be filled by the person on the Transfer List who meets the minimum qualifications and has the most seniority.

An individual can only transfer, via the operation of this list, into a position within the same or lower paid job classification within the bargaining unit. The employee may specify a position within the same location, in order to change the hours of their work, and the employee may identify a position with more hours of work, per week.

13.03 Restrictions on Transfers, Applications

When an employee applies for a lateral transfer into a permanent position, or wins a competition for a permanent position that is in the same classification as the position already held by the employee, then the employee may not, during the following six (6) months, apply for another lateral transfer, or compete again for a vacant permanent position within the same classification, unless the parties to this agreement mutually agree otherwise in writing.

Notwithstanding the above, if a new program or residence opens, the parties agree to meet to discuss waiving the six-month requirement referred to above.

13.04 Information in Postings

Such notice shall contain the following information:

Nature of position and current: location, qualifications, required knowledge, shifts, hours of work, schedule, wage or salary rate or range. Such qualifications and requirements shall be those reasonably related to the performance of the job function and may not be established in an arbitrary or discriminatory manner. In the event a work site relocates to another address it will not constitute a need for a job posting, staff working at that work site will work from the new address.

An involuntary transfer from one location to another must guarantee the employee's position and hours of work, and the employee shall have the right of refusal if the transfer is to another town and that town is further from the employee's current place of residence.

13.05 No Outside Advertising

No outside advertisement for any vacancy required to be posted pursuant to this agreement shall be placed until the position has been posted for one (1) week.

13.06 Role of Seniority in Promotions and Staff Changes

Both parties recognize:

- 1) the principle of promotion within the service of the Employer
- 2) that job opportunity should increase in proportion to length of service
- 3) the importance of meeting the specialized needs of supported people.

Therefore, in selecting a suitable applicant, the Employer shall consider

- (a) seniority; and
- (b) skill, knowledge, experience, ability to relate to consumers who are being supported, and ability to perform the requirements of the position.

Where the qualifications listed in (b), above, are relatively equal, the position will be given to the more senior applicant.

Full-time employees are allowed to apply for part-time positions.

13.07 A permanent full time employee working in a temporary position, and applying for a different posted position, will be considered in the light of their fall back position rather than their temporary position.

13.08 Trial Period

The successful applicant shall be notified within one week following the end of the posting period. The employee shall be given a trial period of 45 calendar days for a lateral position change and 90 calendar days for a promotion, during which the employee will be familiarized with the duties of the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling (with just cause) to continue to perform the duties of the new job classification, the employee will be returned to their former position, wage or salary rate, without loss of seniority. Just cause refers to a substantive and/or unforeseen problem in the workplace and shall not be interpreted to accommodate or encourage employees who wish simply to try out a new venue. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

The Team Leader position has required, since its creation, one full year of team leading experience in a social service setting. Not a lot of people internally have this experience but the employer is desirous of promoting within and is prepared, in certain circumstances, to observe the following protocol:

If a posting for a permanent Team Lead position attracts no internal applicants who meet both the short listing and leadership experience requirements, the employer may decide to award the position to a candidate who does meet the short list requirements while lacking the necessary leadership experience. This will be done at management's discretion when it believes the candidate has strong potential despite their lack of leadership experience.

When the employer awards the position to a Part Time employee, the union agrees that the person's FT Probationary period will be extended to one full year. When the position is awarded to a Full Time employee, the union agrees that the person's FT Trial Period will be extended to one full year.

The decision to return the person to his or her former position will in both cases be at the employer's discretion, as long as CLDN does not act in an arbitrary or discriminatory fashion.

Finally, the parties agree that neither will be under any "past practice" obligations as a direct result of this agreement.

- 13.09 a) Notification to Employee and Union
The name of the successful applicant shall be posted agency wide via CLDN email.
- b) Notification to Unsuccessful Applicants
Upon request, unsuccessful internal applicants will be granted an interview with the Director, or designate, who will explain the reasons for the candidate's lack of success.
- c) Via the month end Union Dues Listing, which shall be copied to the Unit Chair, the employer will notify the union of the following changes to any employee's status:
- New hiring's, layoffs, resignations and terminations;
 - Change from Full Time to Part-time status;
 - The commencement termination of a contractual Full Time assignment;
 - Current status of Full-Time employees

13.10 Training Course

An employee may inform their Manager of any training they is interested in receiving. The Employer will keep employees informed of the types of training courses being conducted on a regular basis. Where the Employer determines that a training course is appropriate, and may be appropriate for any of a number of employees, and where time limits for registration permits, the Employer will notify employees of the training course available in order that they may signify their interest in receiving such training.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Definition of Layoff

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement. No full-time employee at a location shall be laid off to create two (2) or more part-time positions at the same location.

14.02 Role of Seniority in Lay-Offs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, and where consistent with the Employer's right to target the program for the layoff, Employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may bump an employee with less seniority,

but there shall be no “bumping up.” This will mean that, within the same bargaining unit, an employee may bump within the same job classification, or into a lower job classification. For clarity, employees may, thereby, increase their regular hours of work but they may not bump into a higher job classification.

14.03 Recall Procedure

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance procedure.

14.04 Notice of Lay-Off or Restructuring

a) The Employer where possible shall give the union sixty (60) days notice in writing in the event the Employer is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs that exceed one (1) week; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members. Should the above sixty (60) days notice not be possible the employer shall notify the Union as soon as it is possible. The Union shall be notified prior to other bargaining unit employees.

The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.

The above clause does not cover a short term layoff over the Christmas period. In this case, the employer will give the union as much notice as possible.

b) The Employer will provide an affected Employee with notice in accordance with the *Employment Standards Act*. However, in the event of a long term or permanent layoff the Employer will provide a minimum of three week’s notice, even if that exceeds the ESA requirement.

14.05 Laid off Employees shall retain seniority, service and recall rights for twenty four (24) months from the last date of layoff, unless the laid off employees elects at any point during their layoff, in writing, to receive termination and/or severance pay to which they may be entitled pursuant to the provisions of the Employment Standards Act, rather than retain recall rights under this agreement.

14.06 An Employee in receipt of notice of layoff may:

a) accept the layoff; or

b) displace another Employee who has lesser bargaining-unit seniority, subject to 14.02 above. An Employee so displaced shall be deemed to have been laid off

and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff. An Employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

In the case of any layoff occurring between December 15th and January 5th, the Employee shall advise the Employer of their intention within seven (7) business days.

14.07

Recall

- a) Except where the employee has abandoned any right of recall under this agreement pursuant to the Employment Standards Act, and subject to 14.02 above, an Employee shall have opportunity of recall from a layoff to a vacancy, in order of seniority. However, this right does not imply any suspension of the normal transfer and posting process. The potential recall will only take place after it has been determined that no more senior Employee, who is qualified (as per 13.04 above), and able to perform the work, has applied for the vacant position or is eligible to move into it via the Transfer List.

An Employee on the recall list may apply for a vacant position that is in a higher job classification than that from which the employee was laid off, but they may not be recalled into such a vacancy unless they are the successful applicant. In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

- b) A laid off employee who has been recalled into a different classification, or into the same classification but at a different location, shall have the option of returning to the position held prior to the layoff should it become vacant within six months of their recall.
- c) New employees shall not be hired until those who are qualified and laid off have been given an opportunity of recall.
- d) The Employer shall notify the Employee of recall opportunities in the manner it deems most expeditious, stating the nature of the job, the rate of pay, and the precise or approximate start date, as the case may be. Failing a more satisfactory method, this information will be conveyed by registered mail, to the last address on record, and the employee is solely responsible for their proper address being on record with the Employer.
- e) An Employee may be recalled to a temporary vacancy of less than three (3) months, but they shall not be required to accept and may instead remain on layoff.

- f) Notwithstanding the above (in 14.01 thru 14.06), in a layoff that specifically targets the employees in the Respite Program, and which does not exceed 13 weeks, the recall notice will be simultaneously issued to all employees who have been impacted, directly or indirectly, and all employees will return to their position and place of work immediately prior to the layoff.

ARTICLE 15 - HOURS OF WORK

15.01 (a) Day and Evening Shifts

The normal hours of work shall be up to eighty (80) hours, in a two (2) week period, but not less than seventy (70) per two (2) week period averaged over a six (6) week rotation. Shifts shall be inclusive of a paid meal period of one half (½) hour.

b) Overnight Positions

The regular hours of work shall be between 10 p.m. and 8:30 a.m., inclusive of a paid meal period of one half (½) hour. Each shift shall consist of ten (10) consecutive hours.

However, the parties agree that this clause shall not invalidate any current work schedules which provide differing hours of work or shifts.

The parties also recognize the need for flexibility when it comes to scheduling the Overnight Asleep position. The parties agree that certain sites may require staffing models outside of hours outlined herein. If the Employer comes to the Union advising that a certain location needs an alternative scheduling model, a meeting will be struck whereby the parties will discuss the location, the needs and the alternate schedule. It is understood that mutual agreement is necessary and will not be unreasonably withheld.

Overnight Asleep staff are required to perform, as a routine part of their job, certain duties towards the beginning and end of each shift; further, they are required to attend to non-routine matters which may arise during the night. However, if the Employee is actively engaged by such non-routine matters for two or more hours between midnight and 7:00 a.m., the shift will be considered to be an Overnight Awake from the beginning of this active engagement through to the end of the shift, and the Employee will be paid the Overnight Awake rate.

However, in this case, the Employee must remain awake for the entire duration, and will assume all of the responsibilities adhering to the Overnight Awake shift, including the obligation to make call-ins.

Further, if an Overnight staff is required to stay beyond the duration of their shift, then the Support Worker rate will apply for the extra hours worked.

If a Full Time employee, other than an Overnight Asleep staff, is designated to

work an Overnight Asleep shift, the employee or they shall be paid their regular rate for the entire shift.

The Employer shall provide necessary and appropriate facilities for the overnight asleep position.

c) Days Off

Days off shall be scheduled in such a manner as to provide equitable distribution of free weekends within the same program (i.e. 2 consecutive days off between Friday and Monday, inclusive). Employees shall not be required to work more than seven (7) consecutive days without a day off. Employees shall work a maximum of one weekend within a three (3) week period unless otherwise agreed. Overnight staff are excluded from this clause.

d) Full Time Floats

The provisions of 15.01 (a) and (c) apply in full to Full-Time Floats. In addition, and consistent with ESA, Floats will be called upon to workday shifts, evening shifts, overnight shifts, and sometimes extended shifts (e.g. shifts of 10 or 12 hours). However, for a Float to be required to work an Overnight shift, that shift must be placed on their schedule at least four weeks in advance, and the surrounding shifts adjusted accordingly.

e) Split Shifts

There shall be no split shifts.

f) Exchange of Shifts

Employees may exchange shifts, as well as days off, with other employees (whether in the full or part time bargaining units) if said shifts fall within the same two (2) week pay period. The request must be submitted in writing to the site manager or designate and it must be signed by the two (2) employees wishing to exchange shifts. A Manager who is given at least 48 hours notice, will approve such a request or convey a sound business reason for the denial. If 48 hours notice is not provided, the request may be denied at the Manager's discretion. It is understood that full-time employees, excluding Team Leaders, will be allowed to exchange shifts between locations.

It is understood that each employee must be deemed trained at the exchanged program site; that such exchange shall not result in the payment of overtime, and that each employee shall receive the rate of pay originally scheduled.

g) Opportunity to Work Additional Shifts

The following shall define the manner in which vacant shifts are filled by employees who have declared themselves available and are qualified to work them.

The scheduling database shall be used to fill shifts in this sequence; for less than two weeks of notice via phone calls, or personally, shifts will be offered in this sequence:

1. Part Time, in house (by seniority), to a maximum of 48 hours;
2. Full Time, in house (by seniority), to a maximum of 80 hours;
3. Part Time, in house (by seniority), to a maximum of 80 hours;
4. Full Time, out of house (by seniority), if trained, to a maximum of 80 hours, (who have not already declined a shift at step 2 above);
5. Part Time, out of house (by seniority), if trained, to a maximum of 80 hours.

Seniority dictates the sequence in which shifts are offered on a descending basis within each pay period.

h) Respite and Day Program Christmas Schedules

If there are employees on short term layoffs because of temporary closures over the Christmas period, this special protocol will give them access to make-up shifts elsewhere.

The protocol pertains to non-stats only and it supersedes 15.01 (g), above, only during the Christmas period. Employees who are notified of closures by September 1st will have until September 15th to notify HR/Scheduling that they would like to work make-up shifts on specific dates.

HR/Scheduling will disclose which programs have vacancies on those dates. The employee can then select their preferences among those locations at which they are trained. The employee can take a shift where they are not trained, but, if vacancies are available at locations where the employee is not trained, and also at locations where they are trained, they must accept one of the latter locations.

It is understood that no one employee can pick up more than two (2) shifts at any one location.

i) Training in Secondary Locations

Training will consist of one or more shadow shifts to familiarize the employee with an alternate location. Employees may request an opportunity to train in alternate locations and such requests will only be denied for sound business reasons (including a demonstrated disinclination to work extra shifts in one's home location). Having trained in an alternate location, the employee will be put on that site's Call In List, and vacant shifts at that site will be offered to them in the sequence shown above in 15.01 (g).

The employer shall have the right to remove employees from one or more Call-In Lists (i.e. the call-in lists at locations where the employee has been trained) when it can be demonstrated that offers have been made, over an

extended period of time, and the employee has not proven themselves to be reasonably available.

Having been removed, the employee shall be allowed to be reinstated on one or more Call-In Lists when the circumstances leading to their removal have changed.

This clause shall not be administered in bad faith or in ways that are arbitrary or discriminatory.

j) Systems Monitoring

During the life of this agreement, the parties may, through mutual agreement achieved in meetings of the Employee Relations Committee, alter or further refine the procedures outlined above, in 15.01 (g) and (h).

k) Lieu Time

An employee who works hours exceeding their regularly scheduled bi-weekly hours may elect to defer payment and bank the extra time to a maximum of 70 hours.

15.02 Relaxation Periods

In addition to the employee's meal period (see 15.01 a & b), employees shall be permitted a period of at least thirty (30) minutes of cumulative relaxation time during shifts of five (5) hours or more in duration. Employees shall be permitted a period of at least fifteen (15) minutes of cumulative relaxation time during shifts of less than five hours in duration. The parties agree that such time shall be taken at the work premises and may need to take place in the presence of supported people.

15.03 Recreational Outings

Employees and the Employer will mutually agree to adjust work schedules to accommodate any preplanned recreational outings as required. Any time spent on recreational outings shall only be considered time worked for the purpose of any claims under the Workplace Safety and Insurance Board Act.

15.04 Nothing in this Article shall be construed as any guarantee of hours of work.

15.05 Definition of a Day

For the purpose of calculating Sick Leave accumulation and the "plus one day" of vacation, a day will be calculated by totaling an employee's regular hours over their six week work schedule and dividing by six. The resulting average per week is then divided by 5 (the number of working days in the typical or predominant work week). The result is the employee's average work day for the purpose of calculating the plus one day of vacation and sick time accumulation.

ARTICLE 16 - OVERTIME

- 16.01 **Overtime at the rate of time and one half (1 ½) the employee's regular hourly rate shall be paid for all time worked in excess of eighty (80) hours in a two week pay period. For the purpose of this Article all time paid shall be considered time worked, except Bereavement Leave and Stat Holidays not worked, sick leave and personal emergency leave.**
- 16.02 **No Lay-Off to Compensate for Overtime**
An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 16.03 **Sharing of Overtime**
Overtime shall be divided equitably among employees who are willing and qualified to perform the available work.
- 16.04 **Reporting Pay**
Employees who report for any scheduled shifts will be guaranteed at least three (3) hours of work, or if no work is available will be paid at least three (3) hours. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work, nor will it apply in situations where the absence of work and the lack of prior notice were outside of the Employer's control. "Outside the Employer's control" shall not include instances where Managers or other Management Personnel have directed Employees to do the call in.
- The Employer will post time of site meeting/in-service training and employees will be paid for all time posted or, if the time exceeds posted period, all time spent in meeting.
- 16.05 **Call Back Pay Guarantee**
An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.
- 16.06 **Time Off in Lieu of Overtime**
Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon by the employer and the employee.
- 16.07 **Pay Out of Lieu Time**
All Lieu Time earned between April 1st and March 31st (currently the duration of the employer's fiscal year) must be used and eliminated by March 31st; otherwise, on the second pay day in April, the employee will be paid for all time left in their Lieu Time bank as of March 31st.

ARTICLE 17 - PAID HOLIDAYS

17.01 a) The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	First Monday in August
Labour Day	Thanksgiving Day
December 24	Christmas Day
Boxing Day	December 31
Family Day	

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

The Union and the Employer recognize that not all employees practice the same religious or cultural practices. Therefore, it is mutually agreed that an employee may substitute any three (3) of the following: Easter Monday, Civic Holiday, Christmas Eve or New Years Eve to observe instead a maximum of three (3) different non-Christian holidays. Employees wishing to make a substitution shall communicate with the Employer in writing in January of each year, outlining up to three (3) religious holidays or observances that they would like to substitute. Each of these three dates will take the place of whichever Christian holiday, in the above-mentioned list, is closest to it in the calendar. Notwithstanding any other provision in the collective agreement, the selected non-Christian holidays will be treated as Paid Holidays when they occur, and no compensation (or premium pay, if worked) will be paid for the replaced Christian holidays. The parties agree that the intent is to be more inclusive in our recognition of cultural holidays; this clause will not increase the overall number of paid stats.

b) Requirement to Work on a Paid Holiday

Full time employees who are normally scheduled to work on a day which falls as a paid holiday listed in 17.01 (a) shall have first right of refusal to work on that day. Once full time employees have accepted or declined to work on the paid holiday, all available shifts will be offered to part-time employees. If the needs of a particular program cannot be met through Part Time staff, Full Time Employees within the program will be required to work in reverse order of their seniority.

c) Requirement to Work during Critical Periods

There shall be two periods designated as "critical periods" for staffing:

- i) December 24th starting at 3:00 p.m. to December 25th ending at 10:00 p.m., and
- ii) December 31st starting at 3:00 p.m. to January 1st ending at 3:00 p.m.

If vacant shifts remain, after Full Time employees have exercised their right of first refusal, Full Time Staff who do not have a critical period shift as part of their regular schedule will be offered one in order of seniority. After the procedures

stipulated in the Part Time agreement have been followed, Full Time staff shall be offered available shifts by order of their seniority. If this does not serve to fill all vacant shifts, those that remain shall be assigned to Full Time staff who have not already agreed to work at least one shift, in these "critical periods," in reverse order of seniority.

Notwithstanding the above, no Full-Time staff will be offered or assigned shifts in programs in which they have not been trained. Part-time employees who complete the agency's orientation process prior to December 1st shall be scheduled to work at least one (1) critical shift before full-time employees are assigned to work critical shifts.

17.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day then the following Monday and/or Tuesday shall be the holiday(s), unless alternative days are agreed upon by both parties.

17.03 Compensation on a Paid Holiday

An employee who does not work on a paid holiday shall receive holiday pay equal to their most commonly worked shift.

An employee who does work on a paid holiday shall be paid at the rate of time and one half (1 1/2) plus holiday pay equal to their most commonly worked shift.

An employee who is eligible (in accordance with 15.01 (k)) may choose to put the latter component into their lieu bank.

17.04 Unfilled critical period shifts shall be posted agency wide by October 15th. Christmas Schedules shall be completed and posted by December 1st. No changes shall be made without the consent of the Employer and Employee

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with the following schedule:

- i) During year one-- two (2) weeks
- ii) After the first anniversary, and during years two through five-- three (3) weeks plus one day (calculated as per 15.05).
- iii) After the fifth anniversary, and during years six to ten-- four (4) weeks plus one day (calculated as per 15.05).
- iv) After the tenth anniversary-- five (5) weeks plus one day (calculated as per 15.05).
- v) After the fifteenth anniversary-- six (6) weeks plus one day (calculated as per 15.05).

18.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they will be allowed an additional vacation day with pay at a time mutually agreed upon by the employer and the employee.

18.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.04 Preference in Vacation

Vacations shall be granted to employees in order of seniority in accordance with Article 18.05. The Employer shall base its decision on a set of program specific quotas which shall be discussed with the Unit Chair, or designate, on an annual basis, by January 1st. The Employer shall post in each program the total number of staff allowed off at any one time by January 15th of each year.

18.05 Vacation Schedules

Vacation shall be granted on the basis of seniority:

- a)
 - i) Requests for vacation time off shall be submitted by February 1st for vacation being taken from April 1st to September 30th. Employees will be notified of the status of their vacation request for this period by March 1st.
 - ii) Requests for vacation time off shall be submitted by July 1st for vacation being taken from October 1st to March 31st of the following year. Employees will be notified of the status of their vacation request for this period by September 1st.
- b) Approved vacation requests shall not be changed unless mutually agreed upon by the Employee and the Employer.
- c)
 - i) Employees who fail to submit their vacation requests by December 15th shall be assigned vacation leave at the discretion of the employer.
 - ii) Notwithstanding the provisions of (i), a request of an employee who fails to submit their vacation request by February 1st or July 1st will not be unreasonably denied and will be considered on a first come first serve basis.
- d) It is recognized that an employee can take their entire vacation allotment in the second half of the year.

18.06 The employee may request to take one (1) day at a time which shall be granted upon mutual consent between the employee and the employer.

18.07 For the purposes of taking vacation, lieu time or any other approved time off including leaves of absence, each program location shall be separated.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave is defined as the period of time an employee is absent with full pay and unable to attend at work by virtue of sickness, disability.

19.02 Amount of Paid Sick Time

Sick leave shall be earned at the rate of one and one-half (1½) days for every month an employee is employed. A “day” will be computed in accordance with 15.05 above. Therefore, employees who work seven (7) ten hour shifts in a pay period will accumulate ten and one half (10.5) hours of sick time, per month, as would employees who work seven hour shifts, Monday to Friday.

19.03 Accumulation of Sick Leave

The unused portion of an employee’s sick leave shall accrue up to a maximum of 1,200 hours.

19.04 Personal Emergency Leave

After notifying their Manager or the Human Resources Dept., an employee can use a maximum of ten (10) accumulated sick leave days per year from their sick leave bank as Personal Leave days. This benefit is designed to be used in emergency situations as defined by the Employment Standards Act and the employee may be required to provide evidence that they are entitled to the leave. The original notification by the employee does not in itself constitute entitlement.

19.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent for sick leave.

19.06 Proof of Illness

An employee, who currently exceeds the agency average in terms of paid sick leave claims, and who makes a further claim for paid sick leave, may at the Employer’s discretion be required to produce a certificate from a medical practitioner. Any costs incurred for said certificate will be paid for by the Employee. Any additional medical information or certificate relating to this issue shall be paid for by the Employer.

19.07 Sick Leave During Leave of Absence and Layoff

When an employee is given leave of absence for any reason, they shall receive sick leave credits for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.

19.08 Sick Leave Records

After the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

19.09 The Employer agrees to discuss with the Union, through the Employee Relations Committee, a positive incentive which may be extended to those with exemplary attendance records.

19.10 Temporary Relocation to the Part-Time Unit

Where a full-time employee has credited sick leave and takes a temporary/contract part-time position, such sick leave credits shall be frozen until the employee returns to the full-time unit.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Negotiation Pay Provisions

Employees on the bargaining committee will be paid for negotiations in the following manner:

- If the person would have worked a normal day shift on the day of bargaining, they will be paid on the "no loss of pay" principle.
- If the person would have worked an afternoon/evening shift on the day of bargaining, they will be paid for the duration of that normal shift, to negotiate.
- An overnight staff scheduled to work on the night preceding bargaining, will have that night off and will be paid their normal shift, to negotiate.
- An employee not scheduled to work on the day of bargaining, or on the night preceding bargaining, will be paid to negotiate, but to a maximum of eight hours at their normal straight time rate of pay.

In view of these pay provisions, the parties agree that only full days will be scheduled for the purpose of bargaining unless otherwise mutually agreed.

20.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance procedures. For time involved in arbitration procedures the union shall reimburse the Employer for the amount of wages paid to the employee during the arbitration proceedings upon request from the employer.

20.03 Union Leave

a) In bargaining years, each employee on the negotiating committee may request 3 days leave of absence with pay and benefits for the purpose of bargaining preparation. The employer will then make every reasonable effort to replace the employee, without putting a replacement staff into overtime, and without the work having to be contracted out. If the employer's efforts are successful, the request will be granted.

b) Leaves of Absence to Attend to Union Business

Separate from the leaves described in 20.03 (a), members of the union shall be granted paid leaves of absence not exceeding a cumulative total of 55 days in a given fiscal (Apr. Mar.) year. The union shall request such leaves, in writing, and the employer shall not deny them unreasonably or arbitrarily. It is agreed that in addition to the total above a Unit Chair may utilize up to twenty-five (25) days per year.

c) Reimbursement by the Union

Further to 20.03 a) and b), the employer will invoice the union for the cost of pay and benefits, and the union will make payment promptly.

d) Elected Higher Union Office

Separate from the leaves described in 20.03 a) and b), the union may also request a leave of absence of up to two (2) years, with pay and benefits, on behalf of no more than one (1) employee who accepts assignment to elected or non-elected positions within the Canadian Union of Public Employees or affiliated organizations. The request will be made 30 days prior to the proposed commencement and will specify the term of the leave and the contact information of an individual at the Local who will be accountable for the prompt payment of billings from the employer.

The employer will grant such a request upon receipt of proof that the union has purchased WSIB coverage for the employee.

In connection with this specific leave, the provisions in this agreement concerning seniority, postings, etc. shall not apply; the Employer will backfill the leave by appointment; and if the appointed contractual replacement vacates the position at any point within the duration of the Union leave, the Employer will again appoint a contractual replacement.

Any request for extension or for a second leave of absence shall be in writing and may be granted at the discretion of the Employer.

20.04 Paid Bereavement Leave

- a) An employee shall be granted five (5) consecutive calendar days' leave, without loss of pay or benefits, in the case of death of a spouse, parent, common-law spouse, brother, sister, child, grandchild, stepchild, stepparent, foster parent, foster child, fiancé.

An employee shall be granted three (3) consecutive calendar days' leave, without loss of pay or benefits, in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparent, grandparent, niece, nephew.

An employee shall be granted one (1) day of leave, without loss of pay or benefits, in the case of death of an aunt or uncle. A relative shall include a person related by marriage, adoption, common law or guardianship. If required, additional unpaid travel time shall be granted to attend a ceremony.

When counting consecutive days this shall include any days not scheduled to work from the time the employee makes their request to start such leave.

Where the funeral occurs outside the consecutive days listed above the employee shall be allowed to save one (1) paid day to attend the funeral or burial.

Notwithstanding the 1 day to attend the funeral or burial, bereavement leave shall begin within fourteen (14) days of the death.

If an employee is on shift at the time of death, and especially if they had to intervene in hopes of preserving life, the employer will make every reasonable effort to replace them on the following day. This assumes that the employee is already scheduled to work on the following day, and that they are not in a state of mind to do so. In these circumstances, the employee will be paid for that one day.

- b) Should an employee have a family member pass away during their vacation period it is their responsibility to notify the Employer as soon as possible and the appropriate amount of bereavement leave as allowed in (a) shall be substituted in place of vacation leave.

20.05 Maternity, Parental/Adoption Leave

a) Term of Leave

An employee shall receive maternity and parental leave in accordance with the Employment Standards Act. Requests for maternity parental adoption leave shall be made in writing at least two (2) weeks in advance of the leave. The written request shall indicate the proposed length of maternity and parental adoption leave (if applicable). The request shall include a doctor's certificate indicating the expected delivery date and particulars about the leave.

b) Status During Maternity, Parental/Adoption Leave

While on maternity parental / adoption leave, an employee shall retain their full employment status and rights and shall accumulate all benefits under this collective agreement.

c) Employer Payment of Employee Benefits During Maternity/Parental Leave

During the period of maternity parental adoption leave, the Employer shall continue to pay their share of the benefits in accordance with Article 23 of this agreement if the employee chooses to maintain their own contributions. The CEO shall arrange with the Employee a mutually agreed upon payment schedule for the Employee's share of the cost of benefits.

d) Procedure Upon Return from Maternity Leave

If an employee's date of return to work differs from that provided in (a) above, they shall provide the Employer with at least four (4) weeks notice in writing. On return from maternity parental adoption leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

e) Paternity Leave

The employee will inform the employer at least one month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming that their spouse is pregnant and indicating the anticipated date of delivery. Leave of absence with full pay and benefits shall be granted for a period not to exceed three (3) days. In addition to the above, the employee may exercise their rights to Parental Leave provided for in the Employment Standards Act and covered by Unemployment Insurance.

20.06 Time Off for Elections

The Employer will apply the provisions of the relevant electoral legislation.

20.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or who attends as a witness under summons or subpoena any court or before any coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

20.08 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with five (5) years' employment, who wish to further their education in developmental services, shall be permitted up to one year of education leave. The following are those programs for which leave will be granted: Developmental Services Workers Diploma, Human Services Worker Diploma, Social Services Diploma, Community Services Worker Diploma, Child and Youth Worker. Behavioural Science Technology.

Service and seniority shall be retained but not accumulated nor shall the employee accrue vacation, sick leave, or other accrued benefits. Upon completion of the leave the employee shall be placed in their former position.

The employee may choose to make self-payments directly to MSPP but the Employers' contributions to the plan will cease as soon as the employee is removed from payroll. If the Employee chooses to pay the Employee share of the premiums, the Employer will continue to pay its share of Group Health and Dental premiums for the maximum period outlined in the plan.

20.09 General Leave

An employee with five (5) years' of employment shall be entitled to leave of absence (to a maximum of one year's duration) without pay and without loss of seniority when they requests such leave for good and sufficient cause (the desire to sample other employment will not be construed as good and sufficient cause). Such requests shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause. Employees shall not accrue vacation, sick leave or other accrued benefits during leaves in excess of thirty (30) days.

The employee may choose to make self-payments directly to MSPP but the Employers' contributions to the plan will cease as soon as the employee is removed from payroll. If the Employee chooses to pay the Employee share of the premiums, the Employer will continue to pay its share of Group Health and Dental premiums for the maximum period outlined in the plan.

20.10 Obligatory Leave

Employees, regardless of job classification or location of work, will be offered the opportunity to attend timely training and re-certification courses in Non-Violent Crisis Intervention or Safe Management (the choice being at the Employer's discretion). Their attendance will be deemed to be time worked and there will be no cost for said training.

Employees will be provided with at least two (2) timely training opportunities prior to the expiry date of their certification.

Employees who fail to attend either session will be placed on layoff (unpaid leave) until

such time as they are re-certified, and ongoing failure to accept this training will result in disciplinary action.

The above will not apply to employees who are on approved leaves of absence during the months preceding the expiry of their certification. However, when they are ready to return to work they must attend the first training opportunity that is offered, and they may be subject to temporary reassignment pending their re-certification.

The employee may choose to make self-payments directly to MSPP but the Employers' contributions to the plan will cease as soon as the employee is removed from payroll. If the Employee chooses to pay the Employee share of the premiums, the Employer will continue to pay its share of Group Health and Dental premiums for the maximum period outlined in the plan.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay the wages of employees every two weeks. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

21.02 Pay on Temporary Transfer, Higher Rated Job

When a full time employee is temporarily assigned to a higher paid classification (e.g. an O/N agrees to fill one or more vacant shifts normally worked by a Full Time Support Worker), they shall be paid the Support Worker rate.

The same FTSW rate will be paid to employees accepting shifts vacated by Team Leaders. In this case the replacement "covers" for the absent staff without actually performing the role of a Team Leader.

21.03 Pay on Transfer, Lower Rated Job

Where at the request of the Employer an employee is temporarily assigned for one (1) shift or more, to a position with a lower maximum rate of pay than the employee's rate of pay, the employee shall maintain their rate of pay. For the purpose of clarity, this article does not apply to an employee who is demoted or acquires a position through the exercise of bumping rights.

21.04 Shift Premiums

Overnight Awake staff who report to work and complete their shift assignment will receive a shift premium of \$4 per hour.

This premium will not be paid when the incumbent is absent for any reason and does not actually work the shift.

When it is necessary to fill an Overnight Awake shift owing to the incumbent's absence (due to illness, vacation, etc.), the employer will proceed as detailed in 15.01 (g) and, the employee who is awarded and who works that shift will be paid in accordance with 21.02

and 21.03. In addition, they will also receive a \$4/hour shift premium, for each hour worked.

For clarity, in no circumstance will a shift premium be paid in consideration of shifts that are normally classified as Overnight Asleeps.

21.05 Automobile Allowance

Travel rates paid to an employee who has been pre-authorized to use their own automobile to travel on the Employer's business shall be as follows:

- a) fifty (50) cents per kilometre.
- b) The Employer shall also pay for the Endorsement 6A (Permission to Carry Passengers for Compensation) to a maximum of \$250 per year. However, to be eligible for reimbursement, any charge exceeding \$200 requires prior approval.

21.06 The Employer agrees to pay an Employee the cost of their meals provided:

- a) the employee is on work time off the employer's premises at training or a conference during normally accepted meal times.
- b) the employee submits receipts proving the cost of such meals.
- c) such costs shall not exceed \$15.00 for lunches and \$25.00 for dinner, inclusive of gratuities and taxes, in cases where the employee is attending an out of town training event or conference, whether in a support role or not.
- d) electronic transfers will be made to each program's debit card to defray the cost of meals at local restaurants with supported people. Each program's budget for such expenditures, the means of administering it, the frequency of the transfers, etc. shall be determined by policy. Employees will not pay out of pocket for such meals, nor will they be reimbursed for doing so.
- e) where a residential employee is unable to leave their work site, meals will be provided at no cost to the employee.

21.07 Damage to Vehicles and Personal Property

The employer shall pay the cost of damage to an employee's vehicle if the damage is caused by the behaviour or incontinence of a supported person. In the case of incontinence, the employer will pay a maximum of \$200. In the case of serious damage, such as that requiring bodywork, the employee shall provide, upon request, more than one written estimate on the repairs. It will also pay the cost of directly related out of pocket expenses such as a rental vehicle, cab or tow truck.

The employer shall pay the cost of damage done to other personal property, including but not limited to clothing (to a maximum of one hundred dollars (\$100)) and eyeglasses (to a maximum of six hundred dollars (\$600)).

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

22.01 Changes in Classification

- a) The employer shall prepare a new job description whenever a new job is created.
- b) When a new job classification is created, the rate of pay shall be subject to negotiations between the Employer and the Union. The rate of pay shall be set by the Employer pending such negotiations. If the parties are unable to agree on the rate of pay for the new classification, such dispute shall be submitted to grievance and arbitration for determination. The arbitrator shall determine the rate of pay to be applied to the classification and any question of retroactivity, however the arbitrator shall only consider classifications within this collective agreement for comparison in arriving at the appropriate rate.

22.02 Qualifications

If a position's designation is changed by name or qualifications, members already in the bargaining unit will be recognized to be qualified in their current position or positions with the same qualifications.

ARTICLE 23 - BENEFIT PLANS

23.01 Benefit Plans

The Employer shall provide to all employees (and their families), who have completed their probation, the following plans at no cost to the employee:

1. Extended Health Care, including prescription drugs (\$10.00 capping fee).
2. Physiotherapy and Chiropractic services as detailed in the existing plan.
3. Vision Care at \$350.00 for employees, \$350.00 for family members, every two years.
4. Hearing Aids at \$500.00 every three (3) years and audiologist appointments as detailed in existing plan.
5. Group life (two times annual salary) plus AD&D.
6. The cost of medical certificates required at the time of hiring shall be paid by the Employer to a maximum of \$20.00.
7. Where it is determined by the employee, in consultation with their physician, that TB inoculations and/or Hep B vaccinations are advisable, in connection with the employee's work, the Employer will cover any resulting, uninsured costs.
8. Dental Plan - 60% paid by Employer - O.D.A. rate: one year in arrears of "current."
9. Employee Assistance Plan (EAP).

The Employer agrees that any change in coverage will provide for equivalent or better benefits, as mutually agreed. The employer agrees to provide the union with all plan documents.

23.02 Long Term Disability Plan

a) Employees shall continue to pay the full cost of premiums for Long Term Disability insurance coverage. (Level of benefits that are in effect upon ratification).

b) An employee who is no longer deemed disabled under the provisions of the disability income maintenance program, and who has been absent on sick leave and/or Long Term Disability leave for a period of less than one year (subject to the Human Rights Code), shall be placed in their former or equivalent position with the Employer.

23.03 Multi-Sector Pension Plan (MSPP)

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

a) "Plan" means a retirement vehicle as determined by the Union (multi-sector pension plan).

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked;
- iii) vacation pay;
- iv) Paid Sick Leave;
- v) Paid Bereavement Leave;
- vi) Paid Jury Duty;
- vii) Paid Negotiations/Grievance; and
- viii) Paid Leaves of Absence.

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

"Eligible employee" means full time employees in the bargaining unit who have completed 3 months of full time service and part time employees who, having completed 700 hours, who then become full time.

- b) Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to three percent (3%) of Applicable Wages to the Plan. As of April 1, 2024, the Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan. Until that date, the employer share shall be three per cent (3%). As of April 1, 2024, members may choose to contribute an additional one percent (1%) of applicable wages to the plan to match the employer's contribution.
- c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to

contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 24.02 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
Gender
- ii) To Be Provided With Each Remittance
Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially and As Status Changes
Full Address
Termination Date Where Applicable (MM/DD/YY)
Marital Status
- f) In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of

Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

23.04 Workplace Safety and Insurance Board

All employees shall be covered by the Workplace Safety and Insurance Board Act or shall be covered by a program that provides benefits that are as good or better. No employee shall have their employment terminated in violation of the above-mentioned act and the Ontario Human Rights Code.

23.05 Continuation of Pay

An employee may request a non-payroll advance from the Employer to aid in the transition to WSIB benefits. The Executive Director will be responsible for approving such request and implementing a mutually agreeable repayment schedule.

23.06 Continuation of Rights and Benefits

An employee receiving payment for compensable injury under WSIB shall accumulate seniority and shall be entitled to continue paying their share of Group Health. If the employee chooses to do so, the Employer will continue to pay its share of the premiums. The LTD benefit is one hundred percent (100%) employee paid and the employee may choose to either continue or discontinue their payment of LTD premiums. Group Health benefits and Long-Term Disability shall not extend beyond what is outlined in the Plan.

The employee may choose to make self-payments directly into their MSPP Pension Plan but employer contributions into the plan will cease as soon as the employee is removed from payroll.

23.07 Return to Work and Modified Work

An employee's right to modified work or to a return to regular duties following a compensable injury shall be as set out in the W.S.I.B. Act, and/or in accordance with rights afforded under the Ontario Human Rights Code.

The employee has the right to be represented by a Union Steward, appointed by the union in regard to all return to work and modified work proposals which directly affect them.

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place disabled employees in their regular classification. The full range of accommodation will be considered to enable employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will cooperate in finding suitable alternative employment. The foregoing shall not be construed to, in any way, augment the Employer's duty to accommodate under the aforementioned acts.

The parties agree to establish a Joint Return to Work core committee consisting of the Unit Chair and a Management representative, who will serve as Co-Chairpersons. The Committee may be augmented by mutual agreement of the Co-Chairpersons to include the Employee and a second Management representative. The Management Co-Chair person will serve as the Committee's liaison with the treating physician, rehabilitation specialist, etc. Copies of all minutes shall be provided to the Union co-chair.

Where the Employee cannot be accommodated in their regular classification the Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for:

1. The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, whether work-related or not.
2. The return to productive and gainful employment, where practicable, for those employees who have become incapable of fully performing the duties of their own classification but who are medically certified as capable of performing the duties of another classification.

All decisions of the Committee must be unanimous. The Employer shall implement unanimous decisions and the Union shall not grieve such decisions. If unanimity is not achieved, the Employer shall act as it deems fit as shall the Union. In no way does the aforementioned preclude an individual Employee from exercising their rights.

ARTICLE 24 - TEMPORARY EMPLOYEES

24.01 Definition

A temporary employee is a person hired to perform work within the bargaining unit for a fixed period not more than eighteen (18) consecutive months. It is agreed that such employment shall terminate at the expiry of the fixed period and such termination shall not constitute a dismissal or discharge for the purpose of this collective agreement. In all cases the conditions of work for temporary employees shall be given to the employees upon commencement. A copy of this document shall be sent to the Union.

24.02 Conditions of Hiring

A temporary employee will be hired only to replace a regular employee who is absent due to sickness, accident, vacation, maternity/parental leaves or leave of absence approved by the Employer, or for special tasks or projects that are mutually agreed upon by the parties to this agreement.

24.03 A temporary employee will be covered by all terms of the collective agreement with the exception of:

- a) Article 12 - Seniority

However, should a temporary employee be hired for a regular job in the same classification immediately following temporary employment then, upon completion of their probation period, Article 12 will apply with the last date of hire becoming their seniority date.

b) Article 13 - Promotion and Staff Changes

However, a temporary employee may apply and will be given consideration for the job if no bargaining unit employee has applied and received the job.

c) Article 14 - Lay-off and Recall

d) Article 19 - Sick Leave

Part time employees are covered by Article 19.08 in the part time agreement.

e) Article 20 - Leave of Absence

f) Article 23 - Benefits

g) Where a temporary employee meets the requirements of the Employment Standards Act they will receive the Paid Holidays listed in Article 17.

h) Temporary employees shall receive 4% of salary for vacation pay upon termination except where a temporary employee receives a regular position; then they shall be entitled to vacation as in Article 18 with their anniversary date being their last date of hire. In the case of a part time employee accepting a temporary position the rate of vacation pay while in the temporary position shall be the percentage rate as outlined in the part time collective agreement. Should the part time employee subsequently secure a full time position, vacation entitlement shall be based on the combined total of their temporary and part time service.

24.04 In the event a temporary employee has completed their term and is terminated, then rehired within two (2) months of said termination to a permanent position in the bargaining unit, the employee's seniority, sick credits and vacation shall be retroactive to the date first hired as a temporary employee.

ARTICLE 25 - TECHNOLOGICAL AND OTHER CHANGES

25.01 In the event that it may be determined by the Employer to change the method of providing services to the supported people by technological change and it is also considered necessary to consider displacing a regular employee from their job, the Employer, in accordance with past practice, prior to displacing such employee shall consider the following:

- 1) Be responsible for retaining such employee, if possible.
- 2) Relocate the employee to another job in their area of competence, etc.
- 3) Afford the employee the opportunity of retraining in an alternate job provided such employee is trainable.
- 4) Notify the Union of any such changes as soon as practicable and afford the

employee the opportunity to meet with the Employer's Personnel Officer and such other management personnel as they considers appropriate, such meeting to be held prior to implementation.

- 5) In the event that none of the items 1), 2) and 3) above can take place, any lay off that may have to be actioned will be done in accordance with Article 14.

ARTICLE 26 - JOB SECURITY

26.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed by the bargaining unit or work hereafter assigned to the bargaining unit, shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed in whole or in part, to any plant, person, company, or non-unit Employee except in the cases mutually agreed to between the Union and the Employer.

ARTICLE 27 - GENERAL CONDITIONS AND BENEFITS

27.01 Accommodation

The employer will continue to provide meal areas and food and clothing storage facilities as currently provided.

27.02 Bulletin Boards - Communication Books

The Employer shall provide Bulletin Boards or Communication Books which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 Tools

The Employer shall provide the tools which it deems necessary for the performance of employee duties.

27.04 Personnel Records

An employee can view their personnel record (file) in the presence of a manager upon reasonable notice and at a time during office hours that is mutually agreed. An employee will have the right to request copies of any material contained in their personnel record, which copies will be made in the presence of the employee within a reasonable period of time by the employer. An employee shall have the right to include with any record their comments related to that record.

27.05 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

27.06 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer agrees to use its best efforts to attempt to ensure that:

- 1) Employees shall be credited with all seniority rights with the new Employer.
- 2) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- 3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- 4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- 5) No employees shall suffer a loss of employment as a result of a merger.
- 6) Preference in location of employment in the merged municipality or Agency shall be on the basis of seniority.

27.07 No Pyramiding

There shall be no pyramiding of premiums or benefits pursuant to this agreement.

27.08 In programs that require a Team Leader, the incumbent or previous Team Leader will not be replaced, for periods exceeding three months, by a non-Team Leader.

27.09 Professional Colleges

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

Membership and/or non-membership in the college will not be a matter of discipline nor a consideration in terminations or in successful internal applications and promotions unless membership in the college or accreditation by the college is required by a Ministry directive, regulation or legislation.

Where legislation or the Employer requires employees to become members of a College, the Employer shall pay the full costs of all registration and membership fees provided the Ministry supplies funds for this purpose. Should the Ministry not provide these funds the Employer agrees to meet with the Union to look for possible ways to eliminate the cost to bargaining unit employees.

27.10 Legal Liability

The agency shall provide full costs of retaining legal counsel for employees and former employees where legal action(s) is taken against such employees arising out of the performance of the employee's duties and responsibilities provided that such employee or former employee was following the agency's or the employer's policies, procedures or direction.

However, legal counsel will not be provided to employees or ex-employees with respect to criminal charges. That said, legal coverage may be offered based on the facts of each individual case as determined by the employer.

The employee has the right of union representation at all times during this process.

27.11 Surveillance or Monitoring

It is understood that the primary purpose of video surveillance or monitoring systems is to monitor supported people and to protect their safety. The system is not intended as a mechanism through which to initiate discipline. However, if a complaint or some other situation compels the employer to review a tape, the tape may then be used as evidence in disciplinary proceedings.

The Employer shall consult with the Union prior to the installation and/or location of any surveillance/monitoring system.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Debriefing and Professional Post Traumatic Counselling

In accordance with Policy C-25 internal debriefing will be conducted within forty-eight (48) hours of each instance of workplace violence. Where the Employee and Employer agree that professional post traumatic counselling is required, or when the Employee presents a physician's certificate indicating such counselling is required, the Employer will arrange for a consultation, pay for the service and pay for the time spent.

28.02 In the event that the employee identifies to the Employer a safety risk in the direct performance of their duties the Employer shall meet with the employee and assess the degree of risk and develop a plan, if necessary, to ensure the safety of the employee while in the performance of their duties.

28.03 Violence in the Workplace

The Employer and the Union recognize their joint obligation to create and sustain a safe workplace that is free from harassment and violence.

“Violence” means the attempted, threatened or actual conduct of any person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that persons, including employees, supported people or members of the public are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse, racial harassment or persistent sexual harassment.

It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates.

The employer and its employees agree to abide by the agency's “Violence in the Workplace” policy (C-25) and its procedures. The parties agree that the Joint Health & Safety Committee will review this policy on an annual basis to ensure that it remains current and continues to address concerns of violence identified by either of the parties.

The employer agrees to make every reasonable effort to notify employees of all workplace hazards including, in the case of some supported people, their known history

of behaviours that could put employees at risk.

28.04 The Parties agree to abide by the *Occupational Health & Safety Act* with particular focus on the following sections of the Act: (s) 5, (s) 9, (s) 25, (s) 27, (s) 28, (s) 32, (s) 50, (s) 51, (s) 52.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason the Employer or the Union shall print sufficient copies of the agreement within thirty (30) days of signing at fifty percent (50%) shared cost.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect from April 1st 2023 to March 31st 2026 and shall continue from year to year thereafter, unless either party gives to the other party notice, in writing, within ninety (90) days prior to the expiry date of the Agreement.

30.02 Changes in Agreement

Any changes deemed necessary to this agreement may be made by the parties on mutual agreement at any time during the existence of this agreement.

Any changes deemed necessary to this agreement may be made by the parties on mutual agreement at any time during the existence of this agreement.

ARTICLE 31 - RETROACTIVITY

31.01 Retroactivity

Retroactive payments, consequent upon the increases outlined in Schedule A, will be made within thirty (30) days of signing. If an Employee has left their employment prior to date of ratification, the Employer shall advise the Employee by notice, in writing, to the last known address of the Employee on the records of the Employer, and the Employee shall have thirty (30) days from the posting within which to claim any payment due to them, and failing claim for payment the Employer shall not be further obliged for payment to such Employee.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 2936-07

W. C. Geyer FTSW
[Signature]
D. J. Hudson

SIGNED ON BEHALF OF
COMMUNITY LIVING
DURHAM NORTH

[Signature]
[Signature]
Meghan Gabonga
Cassandra Carter

Schedule "A"

Fiscal 2023-24 All Classifications	April 1, 2023: 1.00% on base.
Fiscal 2024-25 All Classifications	April 1, 2024: see 23.03 above.
Team Leader, only	April 1, 2024: Additional \$0.20 on base.
All Classifications	April 1, 2024: Stipend of \$1,000 paid to all eligible employees (i.e. employees who are active or on an approved leave).
All Classifications	Oct. 1, 2024: 1.00% on base.
Fiscal 2025-26 All Classifications	April 1, 2025: 2.00% on base. Oct. 1, 2025: 0.50% on base.

Note that the FT HHSP position will not be made obsolete provided that sufficient funding continues through the Region of Durham.

Wage Rates (Job Rates) as of	April 1 '23	Apr 1 '24	Oct 1 '24	Apr 1 '25	Oct 1 '25
Overnight Asleep	\$21.81	\$21.81	\$22.02	\$22.46	\$22.58
Overnight Awake	\$25.01	\$25.01	\$25.26	\$25.76	\$25.89
Support Worker	\$26.07	\$26.07	\$26.33	\$26.86	\$26.99
HHSP Worker	\$26.57	\$26.57	\$26.84	\$27.38	\$27.51
Maintenance Professional	\$29.58	\$29.58	\$29.88	\$30.48	\$30.63
Float	\$29.53	\$29.53	\$29.83	\$30.42	\$30.58
Team Leader	\$29.53	\$29.73	\$30.03	\$30.63	\$30.78

LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-07
AND
COMMUNITY LIVING DURHAM NORTH

Re: Community Support Program

The Employees listed below, who were located as of April 4, 2011, in one of the now defunct Resource Centres, shall be grand-parented, and their hours of work shall be as laid out in the collective agreement that expired on March 31, 2011. The language in that agreement was as follows:

"The normal hours shall be up to forty (40) hours per week. Normal shift hours shall be up to eight (8) consecutive hours Monday to Friday, between 7 a.m. and 5 p.m., inclusive of a paid lunch period of one half (1/2) hour. However, it is understood that it will be necessary, from time to time, to support individuals on weekends and/or after 5 p.m."

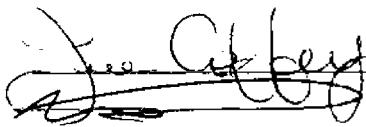
Otherwise, the hours of work in the Community Support Program will be as set forth in 15.01 (a).


K. Stone-Book


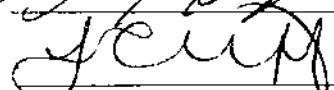
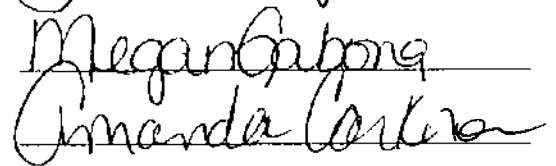
V. Pangilinan

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-07

COMMUNITY LIVING DURHAM
NORTH

 FTSW



LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-07
AND
COMMUNITY LIVING DURHAM NORTH

Re: Conversion to Full Time

The Parties agree that it is to their mutual benefit to optimize the number of full-time positions.

Should opportunities arise (e.g. MCSS agrees to provide designated funding), the parties will convene to discuss how conversion from part-time positions to full-time positions might be accomplished.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-07

Jill Coffey FTSW

D. Johnson

COMMUNITY LIVING DURHAM
NORTH

[Signature]

J. C. W. P.

Megan Gibson

Amberla Carter

LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-07

AND


COMMUNITY LIVING DURHAM NORTH

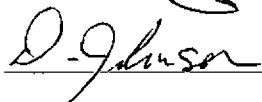
Re: Joint Lobbying

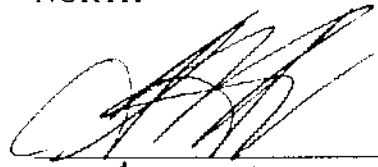
The Employer and the Union agree to lobby the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to people with developmental disabilities and their families. Key objectives of this lobby are improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.


CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-07

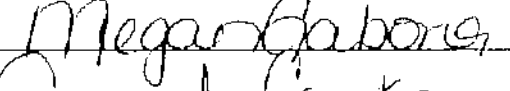
COMMUNITY LIVING DURHAM
NORTH














LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-07

AND

COMMUNITY LIVING DURHAM NORTH

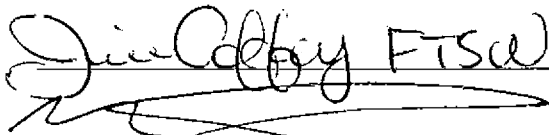
Re: Additional Funding

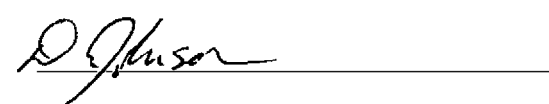
This will confirm the understanding of the parties during the term of the collective agreement, which expires on March 31, 2022 with respect to the following matters:

In the event that MCSS provides the Employer with funding, specifically targeted for wages and or benefits, for the term of this agreement, the Union and the Employer shall meet to negotiate the allocation of such targeted funding to wages and/or benefits.


The employer shall disclose to the union the current level of funding and the full amount of any additional funding received from MCSS that is targeted by the Ministry specifically to wages and/or benefits.

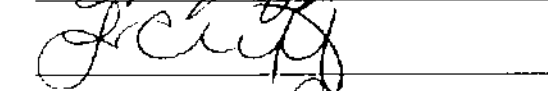
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-07

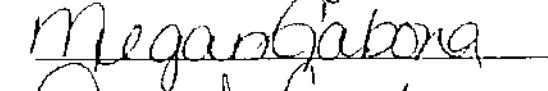





COMMUNITY LIVING DURHAM
NORTH







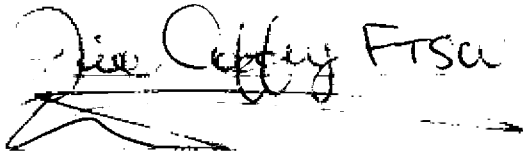



LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING DURHAM NORTH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2936-07


Re: Labour Force Strategies

The parties recognize the value of ongoing provincial dialogue as a means of sustaining labour peace and the progress, quality of service and sustainability of the sector. The parties therefore agree to support current and future provincial discussions which seek to strengthen the Developmental Service Sector and to make working in the sector a "career of choice."

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-07

Joe Coffey FTSC

D. Johnson


COMMUNITY LIVING DURHAM
NORTH


Amanda Cameron
M. Reynolds
Amanda Cameron

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING DURHAM NORTH

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2936-07**

Re: Grand-Parenting

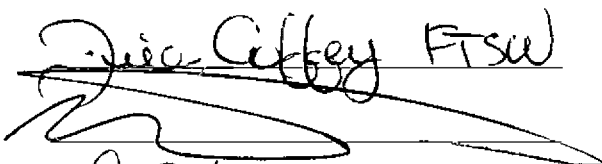
The following employees opted during a previous round of bargaining (April 2014 – March 2016) to be grand-parented in their existing work schedules of 7- or 8-hour shifts and 70 to 80 hours bi-weekly:

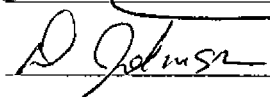
Jeanette Fulford
Bing Pangilinan
Cheryl Jones

Cheryl Gow
Kimmie Joe Stone
Wendy Murray

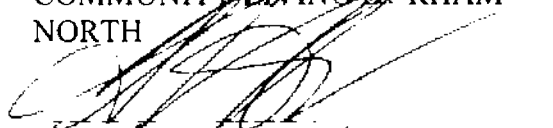
The Parties agree that both of these groups of employees will continue to be grand-parented in their existing work schedules. However, this entitlement does not affect new vacancies or any position that may become vacant when one of the named incumbents leaves CLDN or transfers or is promoted demoted within CLDN. Grand-parented status is not transferable so people on this list who make such moves will not take it with them; they will instead be immediately removed from the list.


CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-07

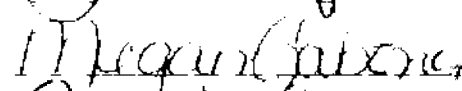


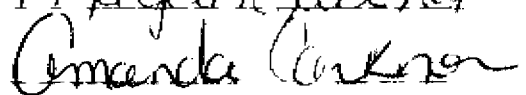


COMMUNITY LIVING DURHAM
NORTH





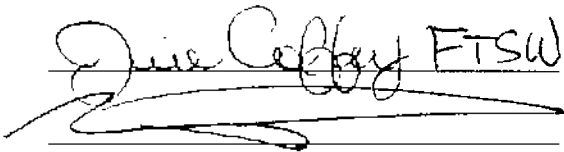


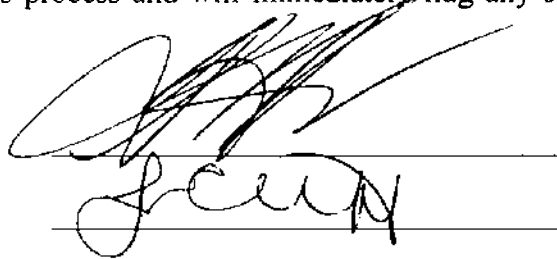


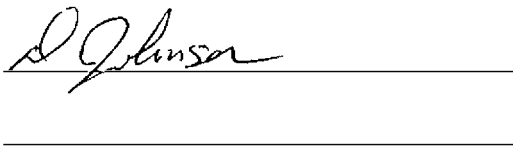
LETTER OF UNDERSTANDING
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CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2936-07

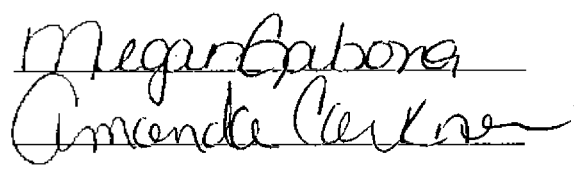
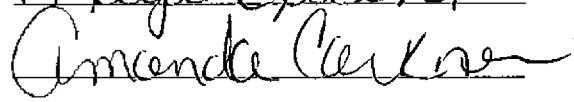
Re: PPE Supply

The employer will continue to work with MCCSS to maintain the agency's stock of essential, government-funded, Personal Protective Equipment (PPE). It will also continue to work with the Joint Health and Safety Committee through this process and will immediately flag any supply problems that emerge.

 Julie Coffey FTSW

 John

 D. Glusa

 Megan Babara
 Amanda Clarke

LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING DURHAM NORTH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2936-07

Re: Overnight Asleep

Where an overnight asleep worker picks up either a FTSW shift or an O/N awake shift, during a two-week pay period, and these hours worked contribute to the person working more than 80 hours, the overtime portion shall be paid on the highest rate worked.

Joe Coffey FTSW

[Signature]
D. Johnson

[Signature]

J. C. [unclear]
Amanda [unclear]

LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING DURHAM NORTH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2936-07

Re: Vacation Coverage

The parties agree that before cancelling an employee's vacation, the employer will first send out an agency wide email offering the shift, including to employees who would qualify for overtime. If that is unsuccessful, an SOS agency wide email will follow. If the shift still remains vacant, the vacation will be cancelled with a minimum of two weeks' notice.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-07

COMMUNITY LIVING DURHAM
NORTH

Joe Coffey FTSCW

[Signature]

[Signature]

Megan Babona

Amanda Corkner