



COLLECTIVE AGREEMENT

- between -

**COMMUNITY LIVING OSHAWA CLARINGTON (CLOC)
(Herein Referred to as the Employer)**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
and its Local 2936-02
(Herein Referred to as the Union)**

Expiry Date

March 31, 2024

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve relations between the Employer and the Union and to provide settled and just conditions of employment,
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and service,
- 3) To encourage efficiency in operations,
- 4) To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union; and,
- 5) To cooperate and harmoniously work together in the promotion of the achievement of personal and organizational outcomes.

Note: The parties agree that Employees covered by this Collective Agreement are covered by all Articles and Clauses of the Collective Agreement except where noted specifically as “Full-Time”, Part-Time or by “Classifications” in the Collective Agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges and recognizes that the management of the Employer and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer (Community Living Oshawa/Clarington) to:

- a) Maintain order, discipline, and efficiency.
- b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Employees provided that a claim of discipline or discharge without just cause by an Employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided.
- c) In the interest of efficient operation and highest standard of service, determine classifications and introduce new jobs, determine contents of jobs and number of Employees required to perform any job or function, allocate and assign work, determine hours of work, and the working establishment for any service.

- d) Determine the number and qualifications of personnel required services to be performed and the methods, procedures and equipment to be used in connection therewith.
- e) Make and enforce and alter, from time to time, rules and regulations to be observed by all Employees.

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 shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the Union or its representatives or the Employees exercise their rights in a discriminatory manner. The Employer will not exercise its rights or make or enforce rules and regulations in a manner inconsistent with the terms of this Agreement.

2.03 No Union Meeting on Employer's Premises

The Union and the Employer agree that there will be no Union meetings on the Employer's premises except with the written permission of the Executive Director or designate or as specifically provided for in this Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 a) Bargaining Unit (Full Time)

The Employer recognizes the Canadian Union of Public Employees and its Local 2936-02 and 2936-03, as the sole and exclusive bargaining agents for all the Employees of the Community Living Oshawa Clarington (CLOC) employed with the Regional Municipality of Durham, save and except Supervisors, those above the rank of Supervisor, Office and Clerical Staff, part-time less than twenty-four (24) hours per week, students employed during the school vacation period, students employed on a co-operative training program in school, college or university, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them for the purpose of this Agreement.

No layoff/replacement of staff working regularly scheduled hours will result from the use of students working during school vacation periods.

Bargaining Unit – Part-time

The Employer recognizes The Canadian Union of Public Employees and its Locals 2936-02 and 2936-03 as the sole and exclusive collective bargaining agents for all of its Employees of the Community Living Oshawa Clarington

(CLOC) at its group homes in The Regional Municipality of Durham regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Supervisors, persons above the rank of Supervisor, office and clerical staff, and students employed on a co-operative training program in a school, college or university and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Students to be placed in Schedule "A" with different classification and wage rate.

b) i) Definition of Employee

For the purposes of this Agreement, the Employer and the Union agree that the following are definitions of "Employee" within the bargaining unit:

Full-time – Employee who has successfully completed the probationary period and who is regularly scheduled to work more than forty-eight (48) hours in a pay period.

- ii) Part-time – Employee in the bargaining unit who has successfully completed the probationary period and who has made a commitment to work on a predetermined schedule of up to forty-eight (48) hours in a pay period.

3.02 Work of the Bargaining Unit

- a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are normally done by a person in the unit except for the purpose of instruction or in emergencies when regular Employees are not available and provided the aforementioned operation in itself does not reduce the hours of work or pay of any Employee.
- b) Volunteers may be used by the Employer provided that the use of volunteers shall not displace or reduce the hours of work of the bargaining unit Employees. At the end of the month, the Employer shall provide to the Union a list of names of those volunteers having done work during that month. The list shall include the numbers of hours volunteered, the assignment and location.
- c) Where a parent or a representative of a supported person, or a supported person themselves enters into written or verbal agreement with the employer for the provision of supports or services from the Employer and the Employer is acting as the employer, the Employer shall only use bargaining unit members to provide such supports or services.

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 that may conflict with the terms of this Collective Agreement.

3.04 Right to Fair Representation

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer regarding negotiations and/or matters related to this Collective Agreement. The Employer shall be advised, in advance, of the names and affiliations of C.U.P.E. representatives and/or advisors. Such representatives and/or advisors shall have reasonable access to Employer premises in order to deal with any matters arising out of this Collective Agreement.

The Employer shall have the right to have the assistance of advisors or consultants when dealing or negotiating with the Union.

3.05 Union Representatives

The Union recognizes and agrees that Union Representatives have their regular duties to perform in connection with their employment. Only such time, as is necessary, will be taken up by the Union Representatives during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall be obtained beforehand where possible from the immediate Supervisor or designate. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties during scheduled working hours, including work performed on various committees, shall be considered as time worked. For part-time Employees, time spent on committees shall be considered time worked for the purpose of seniority and pay.

The Employer shall schedule meetings during the Union Representatives regular working hours where possible and reasonable, where meeting time cannot be during working hours, the Union representative shall be paid straight time for all hours worked.

ARTICLE 4 – HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rate, training up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender identity, gender expression, sex, marital or parental status, family relationship, place

of residence, disability, nor by reason of her/his ~~her/his~~ **their** membership or activity in the Union or any other reason.

4.02 Harassment/Bullying

The Union and the Employer recognize the right of the employees to work in an environment free from personal harassment and bullying or any reprisal or threat of reprisal for the rejection of such behaviour. Personal Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the employer, either directly or indirectly that demeans, belittle, or cause personal humiliation or embarrassment, that is directed at and offensive to another employee and which the first person knows or ought reasonably to have known to be unwelcome to the recipient. For clarification, personal harassment and bullying does not include, among other things, proper management disciplinary actions, counseling, or actions related to performance or attendance problems that are conducted according to the Agency's procedures.

Should an employee believe they are a victim of Bullying or personal harassment they should first follow the procedures outlined in the Agency's Harassment Policy (CLOC). If the issue is still not resolved through the Harassment Policy procedures, it may be filed as a grievance at step # 3 within ten (10) business days after the conclusion of the Harassment Policy process.

- 4.03**
- 1) The parties agree that harassment will not be tolerated and will be dealt with in accordance with and as defined by the Ontario Human Rights Code and *The Occupational Health and Safety Act*. The parties will give their full support and intent of the Code as amended and/or to other legislation that may be enacted from time to time for the purpose of protecting or strengthening their rights.
 - 2) Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sex, sexual orientation, gender identity, gender expression, family status, or disability.

4.04 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 threatening statement or behavior that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment.

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

The Employer further agrees and abides by agencies "Workplace Violence Prevention" policy and the corresponding procedures, and the Parties agree to jointly review this policy on an annual basis to ensure that the policy remains current and continues to address concerns of violence identified by employees at JHSC. The JHSC will meet to review any WSIB Form 6's or incident report where there is violence to an employee. Monthly summary of any incidents related to violence in the workplace pertaining to persons receiving service is provided by the Employer and reviewed by the JHSC. The role of the JHSC is to provide recommendations to the Employer.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

- 5.01** 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.

As a condition of employment, new Employees that comply with Article 3.01 shall join the Union.

- b) The Employer shall provide the Union with names, addresses and telephone numbers for all its members. All new Employees will be asked to sign said waiver at time of hire. This information is to be provided to the Union in on a quarterly basis in January, April, July, and October of each year.
- c) The employer shall provide the unit chair or designate with a quarterly vacancy report. The report will be sent in January, April, July, and October which shall detail any vacancies posted and not posted including the workers name, location, position, and date of vacancy.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every Employee any dues, initiation fees or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one payment to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues are levied. The payment shall be accompanied by a list of the names, classifications, and all hours worked, from whose wages the deductions have been made. The Employer shall be notified, in writing, at least forty-five (45) days prior to any required change in Union dues.

- 6.03** In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the

Employer harmless against any claims or liability arising out of or resulting from the operation of this Article.

6.04 Dues Receipts

The Employer agrees to include the annual total of Union dues deducted on the T-4 slips of each Employee affected by this Article.

ARTICLE 7 – EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01**
- a) The Employer shall, at the time of hiring, provide new Employees with access to the Collective Agreement. A hard copy will be available to employees at each location as per Article 14.02. A hard copy will be provided to employees upon written request by the employee to Human Resources.
 - 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.
 - c) The Employer shall inform the Unit Chair of all new hires by the 15th of the month following the employee's hire.

ARTICLE 8 – CORRESPONDENCE

- 8.01** All correspondence from the Employer to the Union arising out of this 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. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Human Resources Department or designate.
- 8.02** The Employer shall respond to all electronic correspondence from the Union and its members within two business days of when the recipient is working (this does not include vacation or sick time). An out of office reply that indicates when the person will return will be used.
- 8.03** When an employee includes a Union representative in the following communication: grievance, scheduling of meetings with management, health and safety and any labour relations matters pertaining to the collective agreement, the Employer agrees the Union representative shall be included in the continued/ongoing communications.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Union agrees to notify the Employer, in writing, of the names of the Employee appointed or elected pursuant to the terms of this Agreement to committees. No committee shall exceed five (5) members of the Union (four (4) plus Unit Chair). The notice will contain the name and area of representation and which committee they are representing the Union on.

9.02 Labour Management Committee

The Employer and the Union shall each name five (5) Employees (including Unit Chair) from the bargaining unit to the Labour/Management Committee which shall meet at least once every third (3rd) month per calendar year at times mutually agreed upon by the parties. The Committee shall enjoy the full support of both parties in the interests of high quality service and support and satisfied and inspired staff.

Minutes of the Committee meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Unit Chair, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within five (5) business days following the meeting.

9.03 In all (Labour/Management) meetings between the parties the Union shall have the right to be assisted by a representative of the Canadian Union of Public Employees and the Employer shall have the right to be assisted by a consultant or by legal counsel.

9.04 Time Off for Meeting

Employees appointed or elected to committees pursuant to the Collective Agreement shall attend such meetings held during their regular scheduled working hours without loss of remuneration. For part-time employees, time spent in meetings shall be considered time worked for the purpose of seniority and pay. The following is a list of committees a part-time employee may be required to attend as outlined in the Collective Agreement:

- Labour Management
- Pension
- Health & Safety
- Other committees identified by the Collective Agreement

9.05 Meeting of Negotiating Committee

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

- 9.06** The Employer recognizes the Unit Chair as an ex officio to all joint Union and Management Committees identified in this Collective Agreement or as mutually agreed to by Union and Management.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Recognition of Stewards

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint or otherwise select up to eight (8) Stewards (including the Unit Chair) from among Employees who have attained at least six (6) months' seniority. The Stewards may assist any Employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.
- b) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) Employees (including the Unit Chair) who have attained at least six (6) months' seniority and will recognize and deal with said Committee with respect to negotiations for renewal of this Agreement.

10.02 Names of Stewards

The Union shall notify the Employer, in writing, of the name of each Steward and the department(s) they represents, and the name of the Unit Chairperson before the Employer shall be required to recognize them.

10.03 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, while investigating disputes and representing adjustments as provided in this Article as long as such Steward complies with the Articles of this Collective Agreement.
- b) The Union recognizes that the 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 beforehand, where possible, the permission of their Supervisor and that permission will not be unreasonably withheld.

10.04 Definition of Grievance

A grievance is a written complaint by a party hereto relating to the application, interpretation, administration, or alleged violation of this Collective Agreement. Complaints shall be initiated within ten (10) scheduled working days (for this Article only, includes only those days where the Employee is physically at work) of the circumstances giving rise to the grievance have occurred or originated. Failing

settlement of the complaint within ten (10) working days, an Employee may present a grievance in accordance with Article 10.05.

10.05 Settling of Grievances

If an Employee has a complaint relating to the application, interpretation, administration, or alleged violation of this Collective Agreement an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step No. 1

The Employee shall first discuss the complaint with the immediate Supervisor or designate who shall respond to the complaint to the grievor and Steward (if one was present) within five (5) working days of the complaint being brought to their attention. Failing satisfactory settlement this process shall be documented on the reverse side of the grievance; and,

Step No. 2

The Employee shall submit a written grievance signed by them to their Operations Manager, if the same person as in Step 1, omit this Step and submit to Step 3 (or in the absence of that person, their designated representative), with a copy to Human Resources or designate within ten (10) working days from receiving the answer in Step 1. The nature of the grievance, the remedy sought, and the section(s) of the Agreement alleged to have been violated, shall be set out in the grievance form. The Operations Manager or their designated alternate will deliver their written response within five (5) working days after receiving the written grievance. Should the Operations Manager or their designate wish to discuss the grievance prior to issuing their written reply, they will arrange to meet the grievor and their Steward at a time which is mutually agreeable to the parties concerned. Failing satisfactory settlement:

Step No. 3

Within five (5) working days after the response is given under Step No. 2 the grievor shall submit the written grievance to the Director their designate. The Director or their designate shall meet with the grievor and their steward to review the grievance within five (5) working days following receipt of this grievance. The Director or their designate in consultation with the Executive Director will deliver their written response to the grievor with a copy to the Union within five (5) working days from the day on which the grievance meeting was convened.

Step No. 4

The parties may agree that failing a resolution, the matter will be referred to a mutually agreed upon Grievance Mediation Officer.

Step No. 5

Failing a satisfactory settlement being reached in Step 4, either party may refer the dispute to Arbitration.

10.06 Policy Grievance

Either party to this Agreement may lodge a grievance, in writing, with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, and such grievance shall commence at Step No. 3.

10.07 Replies in Writing

Replies to all grievances stating reasons shall be in writing at all stages.

10.08 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 11 – ARBITRATION

11.01 Composition of Board of Arbitration

Where either party requests that a grievance be submitted to arbitration, it shall be heard by a single Arbitrator (except as provided in 11.02) chosen in rotation from the following list. All requests for arbitration shall be made by registered mail to the other party of the Agreement. The parties agree that the following six (6) persons shall, in turn, serve as single Arbitrators on a rotating basis:

- | | |
|-------------------|--------------------|
| 1) Elaine Newman | 4) Daniel Randazzo |
| 2) Sheri Price | 5) Brian Sheehan |
| 3) Randi Abramsky | 6) William Kaplan |

If an Arbitrator is not available, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the Arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed Arbitrator out-of-turn or select an Arbitrator not on the list. If none of the persons on the list is available, and if the parties are unable to agree upon an alternative Arbitrator, the parties shall ask the Ontario Minister of Labour to appoint a single Arbitrator.

11.02 Failure to Appoint

- a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single Arbitrator. In that event, the referral to arbitration shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
- b) The two (2) nominees shall, within fifteen (15) days of their appointment or at some time mutually agreed upon, appoint a third person who shall be the

Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.

11.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

11.05 Expenses of the Board

Each party shall pay:

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

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended, in writing, by consent of the parties.

11.07 Witnesses

At any stage of the grievance or arbitration procedures, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses.

ARTICLE 12 – DISCHARGE AND SUSPENSION

12.01 Discharge and Suspension Procedure

An Employee may be suspended or discharged, but only for just cause. Just cause shall include, but not be limited to, any abuse/assault, theft, and fraud. Such Employee and the Union shall be notified promptly, in writing, by the Employer with full disclosure of the reason for such suspension or discharge upon written agreement by the Employee of such notice and disclosure to the Union. When a part-time has been suspended without pay, the staff suspended without pay will not be offered shifts during the dates of suspension.

12.02 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure. Step 1 and 2 of the grievance procedure shall be omitted in such cases.

12.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

12.04 Unjust Suspension, Discharge or Discipline

An Employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Right to Have Steward Present

An Employee shall have the right to choose and have a Steward present to attend at any discussion with Management personnel which the Employee believes might be the basis of disciplinary action. In order to decide if the meeting is disciplinary in nature, the Employee must be told if there is to be more than one Management person in attendance. Unless identified otherwise by Management, the meeting is to be considered non-disciplinary in nature. Management agrees that no discipline will be implemented without Union representation unless the Employee waives their right to Union representation. Notwithstanding the foregoing, if the Employee does not believe that the meeting is disciplinary in nature and does not have a Steward present, but through the course of the meeting it becomes clear that it is disciplinary, they have the right to adjourn the meeting until they are able to have a Steward present. All such meetings will be scheduled by Management and attended by the Employee with Union Steward as appropriate within a reasonable time frame, no later than five (5) work days from the date the meeting was requested, should the Employee be off on an Employer issued paid leave pending investigation.

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with Management personnel which is disciplinary in nature.

12.06 Personnel Records

An Employee shall have the right with reasonable notice at any time to have access to review their personnel record in the presence of the Director or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of

the Employee's record. No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing. An Employee shall have the right to request copies of any material contained in their personnel record, which copies will be provided 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.

The personnel file is property of CLOC and removal of any documentation will not be permitted for any purpose without written approval of the Executive Director.

12.07 Probationary Employee

A Probationary Employee shall have all rights inherent within this Collective Agreement except as they pertain to discharge. It is agreed that the purpose of the probationary period is to assess the employee's suitability for continued employment. Therefore, in the case of a grievance regarding the discharge of a probationary employee, a lesser standard shall apply.

12.08 Employee Records

The record of an Employee shall not be used against them at any time after twelve (12) working months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Failure to grieve previous discipline, or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

12.09 Discharge and Suspension

In the event that the Employer deems it appropriate to discipline an Employee, the discipline must be provided within twenty (20) working days of the incident or the working date that the employer first became aware. It is understood that the twenty (20) working days shall not apply when there is an investigation by a third party, abuse, a harassment investigation, or the employee is on an approved leave of absence. Investigation results shall be provided to the union on completion of the investigation.

In the event where there are extenuating circumstances and the 20 working days cannot be met, the Employer will notify the Union with a minimum of two working days in advance of the 20-working day deadline and provide the union with a reasonable explanation. Should a reasonable explanation be provided, the parties will establish a new timeline. Such requests will not be arbitrarily denied.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

- a) Seniority is defined as the length of service with the Employer and shall include service with Employer prior to the certification or recognition of the

Union. No employee shall accumulate seniority more than 2080 hours (= 1 year of seniority) per calendar year.

- b) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.
- c) Seniority shall operate on a bargaining unit-wide basis.
- d) The Employee shall continue to accumulate seniority within the bargaining unit for which they hold a permanent position for all work performed for the Employer.

13.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. The seniority list shall include date of hire and seniority by hours paid. Where two (2) or more employees have equal seniority hours/date of hire at the time of close of posting, their ranking shall be determined by a random draw utilizing the employee's employment ID. The draw will occur within five (5) business days of closing. HR and a Unit Chair (or designate) will be present. The affected employees are welcome to attend. The draw will be recorded and made available upon request. An up to-date seniority list shall be sent to the Union and posted on all bulletin boards via CLOC email. Such lists shall be sent on the first business day of February, April, June, August, October, and December.

- 13.03**
- a) A newly hired full-time employee shall be on probation for the first 1040 hours of their employment and shall be based on time paid. Employees on entry probation are not eligible for benefits other than sick credits which become effective after completion of 520 hours. After completion of the probationary period seniority shall be effective from the original date of employment. Probationary employees who have completed their probationary period will receive job rate upon entry into the new position.

A newly hired part-time employee shall be on probation for the first one-thousand and forty (1040) hours worked. After completion of the probation period seniority shall be effective from the first hour worked.

- b) Should a full-time Employee transfer to a part-time position they shall take all of their seniority with them.

13.04 Loss of Seniority

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

- 1) Are discharged for just cause and are not reinstated.

- 2) Resign in writing. Employees may have the right to withdraw their resignation forty-eight (48) hours after the date of resignation submitted to the Employer without interruption of wages, benefits, seniority, or service. Such withdrawal shall be in writing. This provision does not apply where the resignation is offered in a settlement of a grievance.
- 3) Fails to return to work within ten (10) working days, unless through sickness or other just cause, after issuance of notice of recall by registered mail to their last address on record with the Employer. The refusal of an Employee to accept recall to a position of a duration of three (3) months or less, to such employment, will not result in termination of seniority and will not prejudice their right to recall in the future. Laid-off Employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination not to exceed two (2) weeks to accept the recall.
- 4) Are laid off for a continuous period in excess of eighteen (18) months.
- 5) Fails to report for work upon the expiration of any leave of absence granted to them without satisfactory proof for cause of the delay or utilizes any leave for a purpose other than that for which it was granted.
- 6) Are absent from work for two (2) consecutive working days/shifts without notification.
- 7) Retires.

13.05 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 transferred 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 return to a position in the bargaining unit during their trial period, which shall be a maximum of twelve (12) months. If an Employee returns within a twelve (12) month period to the bargaining unit, they shall be placed in a job consistent with their seniority. 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).

13.06 Seniority While on LTD – Full-time only

An Employee who is on Long-Term Disability and is medically able to return to work shall be returned to their own position if able to return within the first thirty-six months (36) months of being off. An Employee who is able to return to work after thirty-six (36) months shall be placed in the first available job which they are qualified to do, within the employ of the Employer.

The Employee shall continue to accumulate seniority for the first twelve (12) months, then shall only retain seniority.

Note: Employees who were placed on LTD prior to July 15, 1992 shall continue under the old Collective Agreement which expired March 31, 1992. Employees placed on LTD between July 16, 1992 and March 31, 1998 shall continue under the Collective Agreement which expired March 31, 1998.

13.07 Seniority while on WSIB

Seniority shall continue to accrue while an Employee is on WSIB. Seniority lists posted under 13.02 shall continue to reflect an Employee's accrued seniority while they are on WSIB. It is understood for part-time employees, the seniority shall be equal to twenty-four (24) hours per week.

13.08 Seniority while on Unpaid Sick Leave

Seniority shall continue to accrue while an employee is away from work due to illness or disability as defined by the Ontario Human Rights Code. Seniority lists posted under 13.02 shall continue to reflect an employee's accrued seniority while they are away from work due to illness or disability. It is understood for part-time employees, the seniority shall be equal to twenty-four (24) hours per week. Seniority earned while on unpaid leave as described above will be included for seniority rights under layoff, recall, promotion, demotion etc. but will not be included for any seniority based calculations that have financial implications (e.g. Vacations, benefits, probation, etc.)

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 a) Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent inside the bargaining unit, the Employer shall immediately notify the Unit Chair via email, post on the intranet and notify via CLOC email to everyone. Posting shall be open for a minimum of nine (9) calendar days, so that all members will know about the vacancy or new position. Temporary vacancy of less than three (3) months need not be posted but be offered to employees within the same location of vacancy. If vacancy is not filled it will be offered in accordance with Article 14.04. The Employer shall inform the Unit Chair or designate ~~and the Recording Secretary~~ by e-mail of all Temporary Vacancy Contracts each time they arise and end.

b) Postings of positions will indicate the position is temporary and replacing an employee off on LTD.

A position which has been held by an Employee who is on Long-Term Disability shall be posted after thirty-six (36) months as per Article 14.

Temporary employees are able to stay in the position until incumbent returns from LTD, not to exceed thirty-six (36) months, after which time the position is posted permanently.

Successful candidates for job postings will be notified by phone that they are successful in the position they applied for. The Employer will subsequently email all employees of the newly filled position detailing who the successful applicant was.

14.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, general scheduling pattern, location of initial assignment (indicating apt number, units, left side right side, up, down) and rate of pay for the position.

In the event a work site relocates to another address it will not constitute a need for a job posting. Staff working at that site will have the option to work from the new address or exercise bumping rights.

In the event that clients move from one location to another it will not constitute a need for a job posting at the new location.

Custodial (Maintenance/Custodial positions as per Schedule A) duties are performed within any and all owned and operated CLOC buildings that are not considered residential. Current employees may work at multiple locations, by mutual consent. All new positions will be posted in accordance to this article.

14.03 No Outside Advertising – Full-time only

No outside advertisement for any vacancy shall be placed until the position has been posted on bulletin boards or in communication binders for nine (9) calendar days.

14.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize that in selecting Employees for jobs which are posted, the Employer shall consider the following factors in determining which Employee, if any, is to be awarded the posted job:

- 1) the seniority of each Employee concerned,
- 2) qualifications, skills, and experience necessary to do the job effectively,
- 3) specific needs of the supported individuals.

When, 2) and 3) are relatively equal between two (2) or more Employees, seniority shall govern.

14.05 Trial Period

The successful applicant shall be notified in writing within one (1) week following the end of the posting period and placed in the position within fifteen (15) working days up to including postings closing on or before October 23rd. For postings closing after this date, the successful candidate shall not move locations until the Employer re-opens for administrative services in the New Year. The successful full-time candidate will receive on the 15th day after posting closing, applicable wage increase, accrual of sick benefits, continued accrual of vacation pay, and application for extended health benefits. The successful full-time candidate under 80 will also have the opportunity to pick up shifts to bring them up to the position hours. PLDs are pro-rated. Notwithstanding, the previous sentence, the Employer shall provide the successful candidate the opportunity to complete an online training and/or training required for the position prior to the Employer re-opening for administrative services in the New Year where there are no overtime costs. The employee shall be given a trial period of three (3) months, during which time the employee will receive the necessary training for the position and a performance review at a minimum of every thirty (30) days throughout the trial period. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, they will be returned to their former position, wage or salary rate, without loss of seniority. 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.

Where an employee, during the trial period wishes to return to their previous position within the first thirty (30) days, the Employer will promote the next senior qualified applicant of the original posting.

Notwithstanding the above, a trial period of one (1) month for full-time staff or up to four (4) shifts for part-time staff shall be only in the following situations:

1. An employee working in a full-time direct support position moving to a full-time or part-time direct support position.
2. An employee working in a part-time direct support position moving to a part-time direct support position.
3. An employee working in an overnight position moving to an overnight position.
4. An employee working in a full-time support services position moving to a full-time support services position.

14.06 Notification to Employee and Union

The name of the successful applicant shall be posted on the intranet, on all bulletin boards or included in the communication binders. The Union shall be notified, in writing, and within one (1) business day of the affected Employee(s) receiving notification, of all promotions, demotions, hirings, lay-offs, transfers, recalls, deaths and monthly for all retirements or resignations.

14.07 Reapplication Limit

The successful applicant for a job posting shall not be eligible to be considered for any further job posting for a period of six (6) months from the date upon which the Employee assumed the position unless the job posting is for a position in a differently rated classification or a change in regularly scheduled hours.

14.08 Qualifications

Should job qualifications change, bargaining unit members will be deemed qualified in their current positions, and those qualifications for which the employee has been deemed qualified will be transferrable to any other position within the bargaining unit which requires those qualifications.

14.09 Intention to Employee

It is the intention of the Employer to employ full-time staff whenever possible in order to provide stability and continuity in service and support.

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. Part-time Employees shall be laid off prior to full-time Employees.

In the event a work site relocates to another address it will not constitute a need for a job posting. Staff working at that site will have the option to work from the new address or exercise bumping rights.

In the event that clients move from one location to another it will not constitute a need for a job posting at the new location.

15.02 Role of Seniority in Layoffs

a) Notice to Union and Employee(s)

- i) In the event of a proposed layoff reduction of services, restructuring, or any other initiative that would impact the job security of a bargaining unit member, the Employer shall provide the union with no less than sixty (60) days written notice.

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

In the event of hospitalization, withdrawal of services, death of a person supported thirty (30) days' notice will be provided to the Union and the Employee.

- ii) Notwithstanding i), where a group of employees are provided notice of layoff, they shall consecutively exercise their bumping rights by seniority. After each bump, the Employer shall supply the next employee who will exercise their right to bump an updated seniority list. The Employee shall have up to seven (7) calendar days to claim their position.
- iii) Provide to the affected Employee(s), if any, who will be laid off with no less than one (1) months' written notice of layoff or pay in lieu thereof.
- iv) Provide to the affected Employee(s), if any, who will be laid off an up to date seniority list.

Note: Where a proposed layoff results in the subsequent displacement (bump) of any member(s) of the bargaining unit, the original notice to the Union provided for in a) i) above shall be considered notice to the Union of any subsequent layoff.

b) Employee having received layoff notice:

An employee in receipt of notice layoff pursuant to 15.02 a) ii) above may:

- i) Accept the layoff; or
- ii) Displace (bump) another employee who has less bargaining unit seniority with less seniority in the same, lower, or identical paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced and any subsequent displacement (bumps) thereafter shall be entitled to three (3) weeks' notice.

Note: For purposes of the operation clause b) ii) above, an identical paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid-off Employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.

c) Bumping (Displacement of another Employee)

- i) An Employee who chooses to exercise the rights to displace (or bump) another Employee with less seniority shall advise the Employer, in writing, of his or her intention to do so and the position claimed within seven (7) calendar days of receiving the notice of layoff. No part-time Employee can bump into a full-time position.
- ii) Notwithstanding i), where a group of employees are provided notice of layoff, they shall consecutively exercise their bumping rights by seniority. After each bump, the Employer shall supply the next employee who will

exercise their right to bump an updated seniority list. The employee shall have up to seven (7) calendar days to claim their position.

- iii) In the event that there are no Employees with lesser seniority in the same or a lower identical paying classification, as defined in this Article, a laid-off Employee shall have the right to displace another Employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the Employee is within five percent (5%) of the laid-off Employee's straight-time hourly rate providing the laid-off Employee is qualified for the position within the classification.
- iv) An Employee who is subject to layoff other than a layoff of a long-term nature (more than three (3) months) including a full-time Employee whose hours of work are, subject to Article 15.01, reduced, shall have the right to accept the layoff or displace another Employee in accordance with a) or c) above.

d) Both Parties Recognize that Job Security Shall Increase in Proportion to Length of Service

- i) In the event a layoff occurs, as per a) above, both parties recognize that the Employee with the least seniority, in the work location, shall be offered the layoff first.
- ii) Should no Employees in that location elect the layoff, the Employees shall be laid off in the reverse order of their location-wide seniority. A maximum of ten (10) bumps shall result from one (1) layoff.
- iii) An Employee who chooses to bump into a different classification, and/or location from which they were working prior to layoff shall have the right of first refusal to the position they had immediately preceding the layoff if said position becomes vacant within six (6) months of their written notice to the Employer to bump [15.02 c) i)].

15.03 Recall

- a) An Employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work before such opening is posted (as per Article 14.01). The posting procedure (as per Article 14.01) shall not apply until the Employer has exhausted the recall list, and the position remains open.
- b) The Employer shall notify the Employee of the recall opportunity, by courier, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second (2nd) business day following the couriering). The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work. The Employee is solely responsible for their proper address being on record with the Employer (as per Article 30.02). Employees must respond in

writing, couriering, or delivering in person their response within two (2) business days of deemed received.

- c) Employees on layoff shall be given preference for temporary positions for which they have the ability and qualifications to perform the work, which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary position shall not be required to accept the recall and may instead remain on layoff unless such position is expected to exceed three (3) months in duration. Employee refusing a recall to a position expected to exceed three (3) months in duration as per Article 13.04 (3) will have deemed to voluntarily resigned their employment.
- d) Employees on the recall list who choose to take temporary position shall be placed back on the recall list at the conclusion of the temporary position. If a permanent position becomes available while the Employee is filling temporary position and there are no other Employees on the recall list, the position shall be posted (as per Article 14.01). The Employee who is filling the temporary position may apply for the posting through normal posting procedures.
- e) Laid-off Employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of not to exceed two (2) weeks to accept recall. The Employer offering recall may ask for proof of alternate employment (i.e. pay stub).
- f) An Employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

15.04 No New Employees

No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available as determined by the Employer.

15.05 Advance Notice of Layoff

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the Employees any notice of layoff, including reduction in hours, meet with the Union within three (3) business days of notification to discuss the situation and any possible means of minimizing staff impact.

15.06 Payment of Benefit Premiums while on Layoff

In the event of a layoff of an Employee, the Employer shall pay its share of Insured Benefits Premiums for the duration of the notice period provided for in Article 15.02

The Employee may, if possible, under the terms and conditions of the Insurance Benefits Programs, continue to pay the full premium cost of a benefit or benefits for

up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the Employee informs the Employer of their intent to do so at the time of the layoff and arranges with the Employer the appropriate payment schedule.

15.07 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step No. 3 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

16.01 Community Access Services

- a) The work week for Employees varies accordingly:
- Forty (40) – five (5), eight (8) hour shifts
 - Thirty-five (35) – five (5), seven (7) hours shifts
 - Thirty (30) – five (5), six (6) hours shifts
 - Twenty-five (25) – five (5), five (5) hour shifts

Shifts will be no more than ten (10) consecutive hours, Monday to Friday, commencing no earlier than 7:00 am and finishing no later than 6:00 p.m. When the employee requests to attend evening courses, the hours of work may be extended past 6:00 pm without incurring overtime. The schedule will be developed collaboratively between the employee and the Supervisor to accommodate mandatory courses.

The work week for maintenance/Custodial will be forty (40) hours. The work shift will be up to ten (10) hours which will commence no earlier than 6:00 A.M. and finish no later than 10:00 P.M. Staff shall not be required to work more than seven (7) consecutive shifts without a day off. Hours of work will not change without twelve (12) hours notice or less notice, if mutually agreed between the staff and the Employer.

The parties agree that the Maintenance/Custodial employees will have the first opportunity to be on-call for snow and ice removal for all CLOC locations, as required during the noted period in Article 18.01 Christmas Day and all other regular working days between Christmas and New Year's Day. The Maintenance/Custodial employees will provide in writing to the Facilities Supervisor, their intention to work or not by October 1st each year.

The parties agree should no incumbent Maintenance/Custodial personnel choose to be on-call, the employer will hire temporary employees. The temporary positions will first be offered to part-time employees.

It is understood that full-time are not entitled to apply for these temporary positions unless overtime is involved.

The employee will receive the following compensation:

\$100.00 per day – non-statutory days – Maintenance/Custodial

\$ 50.00 per day – non-statutory days – Groundskeeper

\$150.00 per day – statutory days – Maintenance/Custodial

\$ 75.00 per day – statutory days – Groundskeeper

In the event that a crisis/emergency is deemed by senior management staff, maintenance/custodial staff will have opportunity, based on seniority to respond. This is separate from on call snow removal schedule and will in no way impact snow and ice removal.

Clarity Note: The above language is not intended to change the current hours of work or to regularly schedule employees before 7:00 am. Any scheduling of shifts starting prior to 7:00 am will be done after consultation with the employees in the dept.

b) i) Employees will have a half hour (1/2) paid lunch period which will be taken away from the work area, not away from the work site. In order to provide the lunch period away from the work area, Employees will be expected to take different lunch periods.

ii) **Employment Supports**

Regular hours of work shall be between 6:00 a.m. and 9:00 p.m. Hours of work shall be worked as an eight (8) consecutive hour block, five (5) consecutive days Monday to Friday where possible, or as mutually agreed upon by the Employee and their Supervisor. Employment Services shall have part time positions and adhere to all part-time language.

Weekend work may be required. Such hours shall be included in the regular weekly hours of work. Full time must agree to be scheduled and the Full time shall be paid the weekend premium.

c) **Rest Period**

Employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as practicable.

16.02 Residential Services/SIL–Full-time

- i) The work week for Employees varies accordingly:
- Forty (40) – five (5), eight (8) hour shifts
 - Forty (40) – four (4), ten (10) hour shifts
 - Thirty-five (35) – five (5), seven (7) hours shifts
 - Thirty (30) – five (5), six (6) hours shifts

- Thirty (30) – three (3), ten (10) hour shifts
- Twenty-five (25) – five (5), five (5) hour shifts

Each shift shall consist of no more than ten (10) consecutive hours inclusive of half (1/2) hour paid lunch period each day. Such shifts shall finish no later than 11:00 p.m. unless mutually agreed.

ii) Days Off

- 1) Days off shall be scheduled in such a manner as to provide full-time Direct Support employees every weekend off (i.e. Saturday and Sunday) unless mutually agreed otherwise. Staff shall not be required to work more than seven (7) consecutive days without a day off. Full-time Direct Support employees, as described in Schedule "A" will not be scheduled to work weekends if a statutory day, stated in Article 18, is on Monday or Friday.
- 2) Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off except where otherwise mutually agreed.
- 3) Full time positions (twenty-five (25) hours per week) shall be scheduled to work no less than five (5) hours per shift with the exception of training, team meetings that do not occur during regular scheduled hours and accommodations. In locations where there are sufficient hours available during the weekdays (Monday to Friday), the twenty-five (25) hour full time shall only be required to work up to two (2) weekends out of four (4) unless otherwise mutually agreed.

iii) Work Schedules

Work schedules will be developed collaboratively by the Employees and the Supervisor at each site and approved by Management prior to implementation. Schedules will be posted at least four (4) weeks in advance of the month for which it is applicable and will not be changed without sixty (60) hours' notice or without mutual agreement between the Employee and the Employer.

Notwithstanding the above, if a change is required in the date and time of a team meeting, the Employer shall provide thirty-six (36) hours notice to each affected Employee. Work schedules for the Christmas period shall be posted at each location by October 15th of each year.

iv) Split Shifts

Notwithstanding Article 16.02 i), the Employer will be entitled to schedule split shifts within the Residential services for specific documented purposes resulting in shifts of less than eight (8) consecutive hours (for eighty [80] hour positions only) and agreed between both parties (employee and employer). The schedule will be adjusted to ensure the employee receives their full entitlement of hours for current pay period.

v) Exchange of Shifts –Full & Part Time

Subject to the Employer's approval, Employees within the same job classification may be allowed to trade shifts or days off providing that, if required, such a request is submitted, in writing, to the Employer at least one (1) week prior to the change and mutually signed by the Employees involved in the change. Such mutual exchange of shifts or days off shall not result in overtime compensation to either of the Employees.

vi) Rest Periods

Employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as is practicable for shifts exceeding four (4) hours in duration.

16.03 Support Services

- a) i) The normal hours of work shall be eighty (80) hours in a two (2) week period inclusive of a paid lunch period of one-half (1/2) hour per day worked.
- ii) Regular hours of work shall generally be between 7:00 a.m. and 10:00 p.m. The parties agree that should a circumstance arise that requires an alteration of regular hours of work for a specific purpose; the hours may be extended upon mutual agreement.
- iii) Regular hours of work shall be between 9:00 a.m. and 7:00 p.m. on Saturday and Sunday unless mutually agreed. The parties agree that should a circumstance arise that requires an extension of regular hours of work for a specific purpose; the hours may be extended upon mutual agreement.

b) i) Work Schedule

Work schedules will be developed collaboratively by the Employees and the Supervisor. Schedules will be posted at least four (4) weeks in advance of the month for which it is applicable and will not be changed without one week's notice or without mutual agreement between the Employee and the Employer.

c) Rest Period

Employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as is practicable.

d) Days Off

- i) Staff shall not be required to work more than seven (7) consecutive days without a day off.

- ii) Employees shall receive two (2) weekends off within a twenty-one (21) day period unless otherwise agreed. Such hours shall be included in the regular weekly hours worked.
- iii) Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off except where otherwise mutually agreed.
- iv) **Support Services**
Employees may be required to work weekends on occasion.
- v) **Exchange of Shifts**
Subject to the Employer's approval, Employees within the same classification may be allowed to trade shifts or days off providing that, if required, such a request is submitted, in writing, to the Employer at least one (1) week prior to the change and mutually signed by the Employees involved in the change. Such mutual exchange of shifts or days off shall not result in overtime compensation to either of the Employees.

16.04 Part-time

The normal hours of work shall be no more than forty-eight (48) hours in a two (2) week period inclusive of a half-hour paid lunch period if the Employee works more than five (5) consecutive hours.

- a) Each shift shall consist of no more than ten (10) consecutive hours inclusive of a one-half (½) hour paid lunch period each day. Such shifts shall finish no later than 11:00 p.m. unless mutually agreed.

Community Guide employees who regularly work less than twenty-four hours (24) hours per week shall receive benefits in the same manner as the part-time employees.

- b) **Over Night Sleep Position**

The regular hours of work shall be between 10:00 p.m. and 9:00 a.m. each shift shall consist of ten (10) consecutive hours, five (5) of which will be minimum wage per hour. Minimum wage per hour is defined as a time during which the staff can sleep but must remain in the residence and on call to respond to emergencies or incidents that may arise. Employees will be credited with seniority during their minimum wage per hour time. Should an Employee have to work any part of the minimum wage time, the Employee shall receive the regular hourly rate of pay.

- c) **Days Off**

- i) Employees shall not be required to work more than seven (7) consecutive days without a day off.
- ii) Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off except where otherwise mutually agreed.

d) Work Schedule

Where there are regular part-time shifts, the Employee will be placed on the work schedule as per Article 16.02 iv) of the Collective Agreement.

Part-time Employees shall be entitled to take a weekend off (without pay) upon approval of their Supervisor. Such entitlement shall not be unreasonably withheld.

e) Exchange of Shifts

As per 16.02 vi) above.

f) Part-time regular scheduled hours shall not be taken away for accommodation issues.

Rest Periods

a) Employees who work more than three (3) hours and less than five (5) hours will be granted a fifteen (15) minute rest period at work location without loss of pay during their shift as near to mid-point as possible.

b) Employees who work more than five (5) consecutive hours will be granted an additional fifteen (15) minute rest period at work location without loss of pay.

Staffing

The Supervisor will be responsible for staffing of Group Homes. This includes authorizing relief staffing, call backs and overtime where required. Supervisors and/or the scheduling department are responsible for authorizing relief staffing and call backs. Overtime must be approved by a supervisor.

16.05 Replacement Worker System

Staff will have the opportunity to place their name on cluster lists that they wish to be available for and are qualified for the position.

By January 15th of each year staff will submit their availability for the cluster lists of choice that they are qualified for. The Employer has the right to determine the number of employees on each Cluster. Cluster list will be a standing agenda item at the Labour/Management meetings. Any changes in the Cluster list sizes will be discussed with the Union prior to implementation. By February 15th of each year the location will receive the cluster lists for that location. Any changes shall be made through the appropriate Supervisor as employee's availability changes and posted list(s) shall be amended. It is the responsibility of the Employee to notify the supervisor, in writing, of any availability changes and complete a new availability form.

For the purpose of call-ins and overtime seniority will be based on hours.

Non-overtime call-ins will be offered in the following order:

- 1) Full-time employees in-house working and scheduled less than eighty (80) hours, will be given first (1st) opportunity to work the longer or additional shifts on a rotational basis.
- 2) Part-time employees in-house working and scheduled less than eighty (80) hours, will be given opportunities to work the longer or additional shift on a rotational basis prior to going to the Out-of-House cluster.
- 3) All employees, on the Cluster by seniority on a rotational basis within the bargaining unit.

Overtime opportunities will be offered in this order:

- i) In-house by seniority (combined full time and part time by seniority) on a rotational basis within the bargaining unit
- ii) Out-of-house employees on the Cluster, by seniority (combined full time and part time by seniority) on a rotational basis within the bargaining unit

It is understood by the parties that a work site may have more than one (1) location (e.g. Enfield is five [5] locations). Where there is more than one (1) location, call-ins, need shifts or overtime will be first offered to those employees who have posted to that location, then to other employees at that work site, by seniority on a rotating basis. If shifts are still available such shifts shall be offered to other employees not at that work site by seniority on a rotating basis.

Terms and Conditions

1. The Human Resources Department will send an updated seniority list to each location every eight (8) weeks.
2. The initial "meet and greet" for work at any location is voluntary and unpaid. The purpose of this meet and greet is for the employee to "meet and greet" the supported individual and visit this location to determine whether the employee is interested in adding their name to the Cluster list. The parties expect that the "meet and greet" would be no longer than fifteen (15) minutes. Any subsequent orientation/training shall be considered time worked and shall be determined by the Employer. This will be scheduled upon approval of Supervisor of location.
3. Two (2) cluster lists will be developed (a non-overtime list and an overtime list.)
4. Staff will have the opportunity to place their name on location cluster lists at anytime after the completion of agency orientation and completion of location specific checklist with the Supervisor of the location that they wish to be available for and are qualified for. The cluster availability form is to be submitted to the supervisor of the location and written approval received by the Employer.
5. All overtime cluster lists will be arranged in order of seniority where seniority is combined for all employees.
6. Staff scheduled during the available hours or paid time off will not be called and offered the shift. For employees this applies to, they will be offered the

next available opportunity to work the longer or additional shift upon their return to work.

7. Any Employee who does not work any shifts at a location in which he/she is on the cluster list during a period of three (3) months will be removed from the list until such time that the Employee is available to accept shifts at the location (staff must re-submit a form declaring availability). In the event that an Employee was offered less than two (2) shifts during the three (3) month period, this clause will not apply.
8. The Employer will only be required to make one form of communication, as indicated by the employee on the Cluster Availability form before continuing through the Cluster List in order to secure staffing for shifts that require filling within forty-eight (48) hours. For shifts that need to be filled greater than forty-eight (48) hours in advance, the Employer shall leave a message where available and allow fifteen (15) minutes for the employee to return communication before continuing through the list. The Employer will provide the Unit Chair a copy of Cluster Availability forms received by February 28th each year.
9. Offering shifts that require vehicle/vans runs completed or driving a person to appointments, etc. will be offered to staff that are able to drive.
10. In a situation where the cluster list has been exhausted, the Employer may redeploy the Float position if on that locations cluster list to fill the vacancy prior to the mass communique to all staff via CLOC email.
11. Mandatory overtime will be a standing agenda item on the Labour Force sub-committee under the Labour Management Committee.

16.06 Residential

Full-time direct support employees, as described in Schedule "A" will not be scheduled to work weekends if a statutory day, as stated in Article 18, is on a Monday or Friday.

- 16.07** When a full-time employee calls in sick, and they have sick leave credits, the employee shall be paid for all hours scheduled on that day. In addition, a full-time employee shall be paid holiday pay for the total hours that they were scheduled for on that holiday.

ARTICLE 17 – OVERTIME

17.01 a) My Day My Way Full-time – Overtime Defined

All time worked which is approved in advance by the Employer before or after the Employee's scheduled daily hours, the regular bi-weekly hours or scheduled day off, or on a paid holiday as provided in Article 18.01 shall be considered overtime. For the purpose of this Article, all time paid for shall be considered time worked.

b) Residential Services Full-time – Overtime Defined

All time worked which is approved in advance by the Employer before or after the Employee's scheduled daily hours, the regular bi-weekly hours or scheduled day off, or on a paid holiday as provided in Article 18.01 on the eighth (8th) consecutive day worked, and all subsequent days worked consecutively, shall be considered overtime until such time as a day off occurs. For the purpose of this Article, all time paid for shall be considered time worked.

c) Support Services Full-time – Overtime Defined

All time worked which is approved in advance by the Employer before or after the Employee's scheduled daily hours, the regular bi-weekly hours or scheduled day off or on a paid holiday as provided in Article 18.01 or on the eighth (8th) consecutive day worked, and all subsequent days worked consecutively, shall be considered overtime until such time as a day off occurs. For the purpose of this Article, all time paid for shall be considered time worked.

The parties agree that Employees working less than eighty (80) hours in a bi-weekly pay period must work eighty (80) hours in that same pay period before reaching overtime status.

d) Part-time – Overtime Defined

All hours worked beyond eighty (80) hours in a bi-weekly period or on the eighth (8th) consecutive day, and all subsequent days worked consecutively, shall be considered overtime until such time as a day off occurs, or when eligible on a paid holiday as per Article 18.01 (Addendum) shall be paid at overtime rates as per Article 17.01

17.02 Compensation for Work Before or After Scheduled Daily Hours – Full-time

Overtime work before or after the regular daily hours shall be paid for at the rate of time and one-half (1½).

Part-time

As per Article 17.01 d) shall be paid for the rate of time and one-half (1½).

17.03 My Day My Way (Only)

Compensation for Work on Saturday or Sunday

Overtime worked on a Saturday and Sunday shall be paid at the rate of time and one-half (1½).

17.04 Compensation for Work on Paid Holidays Not Regularly Scheduled – Full-time

Overtime work on a paid holiday when the Employee was not scheduled to work shall be paid at the rate of time and one-half plus another day off without loss of regular pay at a time mutually agreed upon. If a day cannot be mutually agreed upon the Employee shall be paid for a full day as ~~his/her~~ **their** regular rate of pay.

Compensation for Work on Paid Holiday- Part-time

Employees who meet the requirements of the Employment Standards Act will be paid at the rate of one and one-half (1 ½) times for working on holidays listed in Article 18.01 (a) of the Collective Agreement.

17.05 Payment for Supply of Meals

When an employee is required to work after their scheduled shift, such employee shall be entitled to a meal and if no meal is provided/available, a meal allowance of fifteen dollars (\$15.00) on each such occasion paid for to the employee upon presentation of receipt.

17.06 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

17.07 Sharing of Overtime

Overtime and call back time shall be divided equitably among Employees who are willing and qualified to perform the available work.

17.08 Call Back Pay Guarantee – Full-time only

An Employee who is called in and required to work outside ~~his/her~~ **their** scheduled 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 to do. When the work called back for is completed, the Employee shall be allowed to leave.

Example: Employee was scheduled to work 8:00 am to 4:00pm, a situation that arises that requires the employee's support they are called back at 5:00 pm, the matter is resolved at 5:30 pm, the employee leaves and claims 3 hours of work, at overtime, this is different than a call-in shift.

17.09 Time Off in Lieu of Overtime –Permanent Full-time only

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 Employee/Employer. Time off in lieu is taken within twelve (12) months of the week in which the overtime was earned, or it will be paid out. Lieu time accrued will not exceed one (1) week of

the employee's normal weekly hours, any hours beyond the normal weekly hours shall be paid out.

Employees working less than eighty (80) hours in a bi-weekly pay period can choose to receive time off in lieu at the straight time rate for any hours worked up to 80 in a bi-weekly pay period.

17.10 No Duplication of Overtime

It is understood that there will be no duplication of premiums or pyramiding of overtime.

ARTICLE 18 – PAID HOLIDAYS

(Full Time Only)

18.01 a) The Employer recognize the following as paid holidays:

New Year's Day	Canada Day First Monday in August
Family Day (February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
National Day for Truth and Reconciliation	

and any other day declared or proclaimed as a statutory holiday by the Federal or Provincial Government, plus the last half shift hours on the Employee's last regularly scheduled day or shift prior to Christmas Day and all other regular work days between Christmas and New Year's Day.

Note: Work Schedules for the Christmas period shall be posted at each location by October 15th of each year. An employee who is regularly scheduled to work less than eighty (80) hours in a pay period shall be allowed to work during the Christmas period, up to eighty (80) hours, provided the hours are not those for which they would be normally scheduled. Such shifts shall be at the regular rate of pay unless overtime rules apply.

Observances for Overnight Staff

For the application of this Article, only scheduled hours worked between 23.01 on the night prior to the holiday and 22.59 on the holiday shall be deemed to be hours worked on the holiday.

b) Residential Services (Only)

The Employer and the Union agree to meet in the spring of each year to discuss the general procedure for schedule for the Christmas and New Year

holiday period. Such scheduling shall be mutually agreed upon. The Christmas and New Year's holiday schedule will be posted by October 15th.

18.02 a) Community Access Services

Compensation for Holidays on Saturday or Sunday or Regularly Scheduled Day Off

When any of the above-noted holidays fall on a Saturday or Sunday or regularly scheduled day off and is not proclaimed as being observed on some other day then the holiday will be taken at a mutually agreed upon time. If a day cannot be mutually agreed upon, the Employee shall be paid for a full day at their regular rate of pay.

For the purposes of Christmas day, Boxing Day should they fall on a Saturday and Sunday they will be observed on the Thursday and Friday previous to Christmas Day.

For the purposes of Boxing Day should it fall on a Saturday it will be observed on the Thursday previous to Christmas Day.

For the purposes of New Year's Day, should it fall on a Saturday or Sunday it will be observed on the Monday following New Year's Day.

b) Residential Services/SCL and Supportive Services – Full-time only

Compensation for Holidays on Saturday or Sunday or Regularly Scheduled Day Off

When any of the above-noted holidays fall on a Saturday or Sunday or regularly scheduled day off and is not proclaimed as being observed on some other day then the holiday will be taken at a mutually agreed upon time. If a day cannot be mutually agreed upon, the Employee shall be paid for a full day at their regular rate of pay.

18.03 Pay for Regularly Scheduled Work on a Paid Holiday- Full-time only

An Employee who is not scheduled to work on the above paid holidays shall receive a day in lieu to be taken at a mutually agreeable time. An Employee, who is scheduled to work, and works, shall be paid at the rate of time and one-half (1½) plus another day off with pay, at a time mutually agreeable. If a day cannot be mutually agreed upon, the Employee shall be paid for a full day at their regular rate of pay.

18.04 Personal Leave Day- Full-time only

Each full-time Employee covered by this Agreement shall have two (2) personal leave day each calendar year. PLD days are pro-rated on hours worked. Such day(s) shall be taken at a time mutually agreeable between the Employee and the

Employer. Employees may not carry over or accumulate the personal leave day from one (1) calendar year to the next.

18.05 Paid Holidays – Part-time

- a) A shift shall be defined as no less than four (4) hours long. Shifts that are less than four (4) hours are defined as one (1) day. A maximum of one (1) day can be accumulated in a twenty-four (24) hour period.

Compensation for Holidays as listed above will be in accordance with the Employment Standards Act (ESA) and in accordance with 24.01 b) Benefit Plans (Part-Time).

- b) **Residential Services (Only)**

The Employer and the Union agree to meet in the spring of each year to discuss the general procedure for schedule for the Christmas and New Year holiday period. Such scheduling shall be mutually agreed upon.

The Christmas and New Year’s Holiday schedule will be posted by October 15th.

ARTICLE 19 – VACATIONS

19.01 Length of Vacation – Full Time

A full-time employee shall receive an annual vacation, with pay, in accordance with the Employee’s years of employment based on the Employee’s anniversary date as follows:

Regular Hours worked per year	1 plus year	4 plus years	10 plus years	20 plus years	25 plus years
2080	120 hrs	160 hrs	200 hrs	240 hrs	280 hrs
1820	105 hrs	140 hrs	175 hrs	210 hrs	245 hrs
1560	90 hrs	120 hrs	150 hrs	180 hrs	210 hrs
1300	75 hrs	100 hrs	125 hrs	150 hrs	175 hrs

Note: Additional hours worked above regular hours, the employee will receive vacation pay according to Article 19.01 - part time in the pay period earned.

Employees hired after January 1st, 2014 will receive vacation based on actual accrual entitlement from the date of hire with the employer.

Length of Vacation-Part-time

Part-time Employees who have less than one (1) year of service 2080 hours paid shall receive four percent (4%) vacation pay on June 1st and December 1st of each

year. Part-time Employees will progress up the vacation grid in accordance with their seniority as follows:

Seniority – hours paid	Vacation Pay Entitlement
Up to 2080 hours paid	4% vacation pay
2080 hours paid	6% vacation pay
8320 hours paid	8% vacation pay
20800 hours paid	10% vacation pay
41600 hours paid	12% vacation pay
52000 hours paid	14% vacation pay

An employee may request their earned vacation pay prior to the beginning of a Maternity or Parental leave.

A part time employee in a temporary full-time position will continue to accrue vacation pay and be paid in accordance with the part-time chart.

19.02 Compensation for Holidays Falling Within Vacation Schedule- Full-time only

If a paid holiday falls or is observed during an Employee's vacation period, he/she will be allowed an additional vacation day at a time mutually agreed upon by the Employee and the Employer. If a day cannot be mutually agreed upon, the Employee shall be paid for a full day at their regular rate of pay.

19.03 Vacation Pay- Full-time only

Vacation pay for each week of vacation shall be paid at the rate of two percent (2%) of gross earnings, or current annual rate, whichever is greater.

19.04 Vacation Pay on Termination and Retirement

An Employee terminating employment or upon retirement 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, prior to termination or retirement.

19.05 a) Community Access Services

i) Preference in Vacation

Employees shall take two (2) weeks of their vacation during a planned shutdown scheduled by the Employer in the period July 1st to August 31st each year. The Employer will post the date of the shutdown for the following year by April 30th of the previous year. In all other times, vacations shall be granted in order of seniority.

The planned shutdown schedule does not apply to Maintenance/Custodial positions and Employment Support positions.

ii) **Vacation Schedule**

Each Employee shall request minimum of fifty percent (50%) ~~his/her~~ **their** vacation by May 1st of each year. The Employer shall finalize the vacation schedule and post by May 15th. Vacations can only be altered thereafter by mutual agreement between the Employee and the Employer. Vacations shall be granted in order of seniority during the posting procedure. Should an employee not schedule their full vacation during the required scheduling period, vacation shall be granted on the first requested basis.

All remaining vacation must be requested by September 15th.

b) **Residential, SCL and Support Services – Vacation Schedule and Preference**

Each Employee shall request minimum of fifty percent (50%) their vacation by May 1st of each year. The Employer shall finalize the vacation schedule and post by May 15th. Vacations can only be altered thereafter by mutual agreement between the Employee and the Employer. Vacations shall be granted in order of seniority during the posting procedure. Should an Employee not schedule their full vacation during the required scheduling period, vacation shall be granted on the first requested basis.

All remaining vacation must be requested by September 15th and shall be granted in order of seniority in the location. The vacation schedule will be updated and posted by September 30th.

c) Preference in Vacation- Part-time

Should more than one (1) part-time Employee desire the same vacation time such time shall be granted according to seniority amongst part-time staff.

19.06 Unbroken Vacation Period- Full-time only

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.

Residential Services/SIL

a) An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer.

b) 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.

19.07 Vacation Carry Over- Full-time only

Vacation time shall not carry over from one calendar year to the next calendar year except with the approval of the Executive Director or designate. Any remaining vacation entitlement amounting to one shift or less shall be automatically carried over without approval but must be used prior to March 31st end of fiscal year.

19.08 Effect of Leave of Absence on Vacation-Full-time only

Leave of absence without pay in excess of thirty (30) calendar days will reduce the vacation entitlement on a pro rate basis.

19.09 Effect of Long Term Illness on Vacation Entitlement- Full-time only

Where an Employee is absent from work for more than four (4) continuous months as a result of illness or injury, their annual vacation entitlement as defined in 19.01 above shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of four (4) months. Notwithstanding, the progression through the vacation grid shall not be affected.

19.10 Notice of Vacation Entitlement

February of each year, the employer will provide to each Employee, a print out of all vacation entitlement.

ARTICLE 20 – SICK LEAVE PROVISION

(Full Time Only)

20.01 Sick Leave Defined

Pay for sick leave is for the sole and only purpose of protecting the Employee against loss of regular income when they are sick, disabled or have non-visible injuries and unable to work or because of an accident for which compensation is not payable under the Workers' Safety and Insurance Act.

20.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-half (1½) days for every month an Employee is employed plus an extra one (1) day and two (2) hours yearly.

20.03 Sickness in Family

In an emergency when no one at home other than the Employee can provide for the needs during illness of an immediate family member, (as defined by Article 21.04), an Employee shall be entitled, after notifying their Supervisor, to use up to five (5) accumulated sick leave days per calendar year. At the Executive Director's sole discretion additional days may be approved. Such approval will not be unreasonably

withheld. The Employee shall give notification of their absence as per Article 20.03. Upon request, the Employee shall supply a medical certificate to confirm the illness.

20.04 Accumulation of Sick Leave

The sick leave credits of any Employee shall be cumulative as from the beginning of the first complete month after commencement of duties, up to a maximum of two hundred and forty (240) working days.

20.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave or other excused absence as in accordance with Article 20.09.

20.06 Proof of Illness – Full-time & Part -time

A medical certificate must be provided by an Employee for absence due to sickness or accident for more than five (5) consecutive calendar days. Further medical certificates must be provided if the Employee does not return to work on the date of the return stated on the last certificate provided to Human Resources or designate or every six (6) weeks if no date of return is stated on the last certificate. The Human Resources Department or immediate Supervisor reserves the right to require a medical certificate, at the Employer's expense, for any absence due to sickness or accident of less than five (5) calendar days for just cause and will be received by the Employer within three (3) work days of the request as per Article 30.03.

20.07 Sick Leave During Leave of Absence and Layoff

When an Employee is given leave of absence without pay for any reason in excess of thirty (30) days or is laid off on account of lack of work and returns to duty upon expiration of such leave of absence they shall not receive credits for the period of such absence but shall retain their cumulative credits, if any, existing at the time of such leave or layoff.

20.08 Sick Leave Records

During the month of July, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to their credit.

20.09 Medical Care Leave

The Employer agrees to allow Employees paid time off from normally scheduled work time to attend Employee's or Employee's immediate family's medical (specialist, medical diagnostic), dental (orthodontic, periodontal) or therapy (physio, occupational, speech, hearing) appointments. Employees will make every attempt to schedule such appointments during non-working hours. Employees shall be required to show proof of health care when requested by a Supervisor (in

consultation with Human Resources when appropriate) that is signed by the attending health care professional. Such time off will be limited to eighteen (18) hours in a calendar year and will be deducted from the Employee's accumulated sick leave. At the Executive Director's sole discretion additional hours may be approved. Such approval will not be unreasonably withheld.

In instances whereby legitimate personal emergencies arise, consideration will be given on an individual basis by the Supervisor after consultation with the Employee. Approval of requests for such absences shall not be unreasonably withheld.

Rules for Application

1. Wherever possible, appointments will be scheduled by Employees before or after scheduled work hours.
2. When it is necessary to schedule appointments during regular hours of work, such appointments should be scheduled within the first or last working hour of the day.
3. Medical care leave shall only be granted subsequent to approval by the Supervisor.
4. Employees will request time off, in writing, whenever possible for scheduled appointments with as much notice as possible. Immediate Supervisor or designate will not unreasonably withhold permission. Individual needs of Employees will be taken into consideration.

20.10 Notification of Absence – Full-time & Part-time

An Employee shall be required to notify their Supervisor or designate of their absence due to sickness at least four (4) hours (residential) or one (1) hour (all other departments) before the commencement of their shift by phone call. Failure to give such notice may result in loss of sick leave benefits for that day of absence for full-time employees.

ARTICLE 21- LEAVE OF ABSENCE

21.01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations and conciliation with the Employer during regularly scheduled hours of work. For part-time employees, time spent in negotiations and conciliation shall be considered time worked for the purpose of seniority and pay.

21.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in grievance and arbitration procedures during their regularly scheduled

hours of work. For part-time employees, time spent in the above procedures shall be considered time worked for the purpose of seniority only.

21.03 Convention or Seminar Pay Provisions – (Full Time Only)

- a) Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions or seminars may be allowed leave of absence with pay and benefits, such request shall not be unreasonably withheld. The Union shall reimburse the Employer for the amount of wages paid to the Employee, during the leave of absence, upon request from the Employer.
- b) No more than ten (10) members of the bargaining unit shall be allowed off at the same time and no more than an aggregate total of forty (40) days in any calendar year.
- c) The Employer shall invoice the Union within thirty (30) calendar days.

21.04 Paid Bereavement Leave

An Employee shall be granted five (5) scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of an immediate family member, including spouse, parent, common-law spouse, brother, sister, child, step child, fiancé, step-parent and/or aunt, uncle (one -time only, should they be the employee's primary caregiver). An employee shall be granted three (3) regularly scheduled consecutive work 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, grandchild, niece and nephew. Leave of absences in other instances may be granted at the discretion of the Executive Director. It is understood that the bereavement leave shall be taken in a seven (7) day period once notice is given to the employer of the death of a relative under article 21.04.

Employees attending a funeral to be a pallbearer shall be entitled to one (1) day bereavement to a maximum of two (2) days for the life of this agreement. Request in writing must be submitted in advance of the service and is only eligible if the service occurs on a day of a regularly scheduled shift. This is not an additional provision to the paid bereavement leave outlined above.

Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the Funeral/Service.

An Employee may elect to defer any day of their Bereavement Leave to be used for attendance at the actual interment within a year of the passing.

21.05 Parental, Paternity Leave – Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended or as covered under this Collective Agreement.

a) i) Pregnancy Leave

An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give the Employer two (2) weeks notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- ii) The Employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The Employee shall give at least two (2) weeks notice of their intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 22.01 a) i) Parental Leave.

- b) An Employee who does not apply for leave of absence under 21.05 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.05 a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in his their opinion, delivery will occur or the actual date of their delivery.
- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the full-time Employee elects, in writing, to continue their share of the premiums and pays their portion by the fifteenth (15th) of the month that the premiums are due.
- d) An Employee who intends to resume her employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. On their return to work the

Employer shall reinstate the Employee to their position and location or provide their with alternative work of a comparable nature at not less than their wages at the time their leave of absence began.

All Employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions and location.

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the Employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of 21.05 d).
- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice, in writing, which they intends to take parental leave.

h) Parental Leave

The employee on the parental leave is entitled to a job-protected, unpaid leave once the child is born or comes into their care.

To be eligible for parental leave, an employee has to be employed by at least thirteen (13) weeks before the date the leave is going to start. An employee does not have to actively work for thirteen (13) weeks to be eligible for parental leave. The employee could be on layoff, vacation, sick leave or pregnancy leave for all of the thirteen (13) week qualifying period and still be entitled to parental leave.

The person who physically gives birth and who takes the Pregnancy Leave is entitled to take up to sixty-one (61) weeks of Parental Leave, beginning right after the Pregnancy Leave. People who physically give birth and who do not take the Pregnancy Leave and all other new parents can take up to sixty-three (63) weeks of Parental Leave, beginning no later than seventy-eight (78) weeks after the birth of the child or first come into care. Parents can, but do not have to, take the leave at the same time.

Employees must provide their Employer with two (2) weeks' written notice before beginning a parental leave. The notice letter must include the starting dare for the parental leave and attached to the Employer's Unpaid Leave of Absence Approval form.

An employee taking a pregnancy leave may inform the Employer of both leaves at the same time (i.e. when they gives their two (2) weeks' written notice before their pregnancy leave).

If the employee wants to change the date they will return to work, the Employer must be given a written notice at least four (4) weeks before the change is to happen.

Definition of a "parent" includes:

- A birth parent
- An adopting parent-whether or not the adoption has been legally finalized
- A person who is in a relationship of some permanence with a parent of a child and who plans on treating the child as their own

21.06 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 subpoenaed witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employee will present proof of service and notify the Director of Human Resources or designate immediately following notification that they will be required to attend court as a juror or witness. The Employer shall pay such an Employee their normal rate of pay and any fees received for jury or witness duty excluding travel, meal and other allowances, must be returned to the Employer.

21.07 a) General Leave

An Employee may apply for a leave of absence without pay and without loss of seniority for education or medical reasons with appropriate documentation or when such leave is for good and sufficient cause. Subject to Article 21.08, an employee on leave under this Article shall not accrue seniority but their seniority shall remain frozen from the point at which their leave commences. All requests for a general unpaid leave shall be in writing and approved by the Executive Director or designate and shall not be unreasonably withheld.

The Employer agrees to keep salaries, and all benefits whole as defined in the current collective agreement, for those Employees voted by members of 2936 to be on a full-time union leave basis. The local will promptly reimburse the Employer for all wages and benefits paid to these Employees, upon receipt of billing from the Employer in accordance with Article 21.03 c). WSIB coverage is the responsibility of the Local Union. The Local will provide the Employer with a written request for Union leave specifying the term of the leave and contact information for an individual at the Local who will be accountable for billing from the Employer. The Union will make the initial request and any subsequent request for leave extension within 30 thirty-days prior to the commencement of the leave. No more than two employees may be off on a leave at a time. If the employee is on a leave for twenty-four (24) months or less, upon their return, the employee is guaranteed their former position. If the

leave is extended and the employee is away for more than twenty-four (24) months, upon their return, the employee may secure a vacant position.

b) Sabbatical Leave

After ten (10) years of service an Employee shall have the opportunity to a sabbatical leave of up to one (1) year at the sole discretion of the Executive Director.

c) Union Leave

The Employer may grant a leave of absence of up to one (1) year without pay and without loss of accrued seniority or occupational classification to any Employee to serve in a full-time position with the Canadian Union of Public Employees or any provincial or national body with which the Union is affiliated. Such leave may be renewed each year upon request. If the employee is on a leave for less than one (1) year, upon their return, they are guaranteed their former position. If the leave is extended and they are away for more than one (1) year, upon their return, they are guaranteed a comparable job but not their specific job.

The employee may, if possible, under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which they leaves. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of their intent to do so at the time of the granting of the leave and arranges with the Employer the appropriate payment schedule.

21.08 Seniority While on Unpaid Sick Leave

Seniority shall continue to accrue while an employee is away from work due to illness or disability as defined by the Ontario Human Rights Code. Seniority lists posted under 13.02 shall continue to reflect an employee's accrued seniority while they away from work due to illness or disability. It is understood for part-time employees, the seniority shall be equal to twenty-four (24) hours per week. Seniority earned while on unpaid leave as described above will be included for seniority rights under layoff, recall, promotion, demotion etc. but will not be included for any seniority based calculations that have a financial implications (e.g. Vacation, benefits, probation, etc.).

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages every two (2) weeks, on Thursday, by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

22.02 Pay on Temporary Transfer, Higher Rated Job

Upon completion of probation, an employee temporarily assigned to a classification paying a higher rate of pay, shall receive the job rate of pay for that classification if it is higher.

22.03 Pay on Temporary Transfer, Lower Rated Job

When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

Any full-time direct employee who provides coverage for an overnight shift, such employee shall be paid their regular wage rate for all hours on site and at work.

22.04 Automobile Allowance

Travel rates paid to an Employee using their own automobile for the Employer's business shall be as follows:

- a) Effective April 1, 2022; shall be fifty-five cents (\$0.55) per kilometre for all kilometres traveled. All travel shall be calculated from the first (1st) day to the last day of each calendar month.
- b) Employees may, if they so wish add an endorsement clause to their insurance coverage entitled "Passenger Hazard" (permission to carry passengers on an occasional basis). The cost of this additional coverage to a maximum of one hundred and fifty dollars (\$150.00) per annum will be covered by the Employer.

Mileage claims that are not received by the Supervisor within two (2) calendar months that the mileage was incurred will not be paid.

- c) The Employer shall cover all costs of damage to Employees' vehicles that have been verified to be caused by people supported by CLOC. The Employer may request up to three (3) estimates.

22.05 Weekend Premium

- a) Where the majority of hours worked by a full-time direct, full-time float, full-time overnight awake employee occurs between 11:00 pm Friday and 11:00 pm Sunday such employee shall receive an additional forty cents (40¢) per hour for all hours worked. Full-time overnight asleep shall receive the weekend premium for five (5) hours for each shift from 11:00 p.m. Friday to 11:00 p.m. Sunday.

Full-Time Direct Support (Residential and S.I.L. only)

- b) Employees in Residential and S.I.L. services shall receive fifty cents (50¢) per hour for Weekend premium, as described above for the seventh (7th) weekend and on per calendar year.

- c) Employees in Maintenance, services shall receive fifty (50¢) per hour for Weekend premium.

22.06 Cellular Telephone

All Direct Service staff within the SIL program will be provided with cellular phones for the purpose of effectively fulfilling their job responsibilities. These phones are for business use only. Cellular phones are provided to the Employee at the discretion of Management and will be withdrawn if Management determines that the cellular phones are no longer necessary to fulfill the job responsibilities.

Use of cellular phones will be in compliance with Agency policy and procedures and in accordance with the laws of Ontario.

22.07 Clothing Replacement

- a) The Employer agrees to reimburse an employee seventy-five dollars (\$75.00) per item to a maximum of two hundred and twenty-five dollars (\$225.00) for any item of clothing or thirty dollars (\$30.00) or less for a watch which is destroyed or damaged during the performance of their duties per two (2) year period. An Employee must bring damaged item to the Supervisor as soon as possible and receive prior approval for any repairs and/or replacements. An Employee must also provide the Employer with a copy of the receipt on their expense claim for any item purchased or repaired.
- b) For the purposes of recognition, the Employer will provide photo identification cards for all employees.

22.08 Allowances for Clothing/Equipment

The Employer shall determine all specialized clothing/equipment required by the Employees in the performance of their duties. Replacement will be made by producing the worn clothing or broken equipment. The maximum not to exceed two hundred twenty-five dollars (\$225.00) every two (2) years.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Changes in Classification

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

ARTICLE 24 – BENEFIT PLANS (FULL-TIME)

24.01 The employer shall provide to all full-time Employees who have completed the probationary period and their families the following Benefits at no cost to the Employee (except for Dental which is sixty percent (60%) paid by the Employer), as identified in the Group Benefit plan policy # 810495 including all identified below:

1. Extended Health Care, including drugs with a dispensing fee cap of ten dollars & fifty cents (\$10.50) per prescription.
2. Paramedical coverage of four hundred fifty dollars (\$450.00) per insured person per calendar year. Physiotherapy - increased to \$600 Massage therapy - increased to \$600
3. Dental plan including Endodontic, Periodontics, Orthodontics and Major Restorative, O.D.A. rate — One (1) year in arrears.
4. Vision Care, three hundred and fifty (\$350.00) every two (2) years.
5. Vision Testing - one hundred and twenty (\$120.00) every two years per individual.
6. Group Life, two times (2x) annual salary.
7. Long Term Disability Plan one hundred percent (100%) paid by Employee.
8. Hearing aids, five hundred (\$500.00) in any sixty (60) consecutive months.

The Employer agrees that any change in insurance carrier will not result in a decrease of the benefits provided unless mutually agreed between the Parties.

While on Employment Insurance (sick leave), the Employer shall continue to pay the Employer's share of all premiums for Employee Benefit Plans, including the pension plan, based on one hundred percent (100%) earnings.

The Employer agrees to supply each employee a current copy of the Benefit Booklet as may be amended from time to time and upon request provide the Union with the Master Policy Plan should it be available to the Employer.

The Employer agrees that in the event an Employee is older than seventy (70) and the Policy disqualifies them from coverage, the Employer will provide a monthly stipend equivalent to the cost.

Benefit Plans (Part Time)

- a) The Employer will pay forty percent (40%) of the Employee's share, as per Article 24.01 of the Collective Agreement, of premiums for Dental, Vision Care, Extended Health Care. (Part-time employees must complete probation to be eligible.)
- b) A part-time Employee hired after March 22, 2005 shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, call back pay, jury and witness

duty, and bereavement pay) an amount equal to six percent (6%) of their regular straight time hourly rate for all straight time hours paid. Effective April 1, 2014, Part-Time Direct Support & Part-Time Overnights will receive seven percent 7% increase of their regular straight time hourly rate for all straight time hours. Effective April 5, 2015, Part-Time Direct Support & Part-Time Overnights will receive eight percent 8% increase of his/her their regular straight time hourly rate for all straight time hours.

Effective upon ratification, Part-Time Direct Support and Part-Time Overnights will receive eight and a half percent (8.5%) in lieu of all fringe benefits.

- c) Grand parenting for all part-time Employees who, opted as of March 22, 2005, to receive benefits outlined in a) above instead of percentage in lieu. All Employees who are grand parented shall continue to receive their benefits and their statutory holiday pay as per Article 18.01. All new Employees hired after March 22, 2005 will receive percentage in lieu of benefits only.

24.02 Pension Plan

The Employer shall provide a Pension Plan, which is in effect:

Note: Where applicable by Government statue (part-time only).
 Effective November 1, 1991.

Years of Service	Employer	Employee
0 – 2 years	2.0%	5.0%
Over 2 years – 5 years	2.5%	5.0%
Over 5 years – 8 years	3.0%	5.0%
Over 8 years – 10 years	3.5%	5.0%
Over 10 years	5.0%	5.0%

As of April 4, 2010, all Eligible employees shall be enrolled in the Multi Sector Pension Plan (MSPP) as outlined below in place of the Manulife Group Pension Plan.

Multi Service Pension Plan (MSPP)

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

.01 "Plan" means the Multi-Sector Pension Plan

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

- i) the straight time component of hours worked on a holiday; and
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay; and
- iv) paid sick leave
- v) paid bereavement leave
- vi) paid jury duty

vii) negotiation, grievance, and committee meetings

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

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

.02 Commencing April 1, 2010 each Eligible Full-Time Employee shall contribute for each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan and each Eligible Part-Time Employee shall contribute for each pay period an amount equal to two and one-half percent (2.5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Full-time Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan and the Employer shall contribute on behalf of each Eligible Part-time Employee for each pay period, an amount equal to two and one-half percent (2.5%) of Applicable Wages to the Plan.

.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

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

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.

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

For further specificity, the items required for each eligible Employee by Article .05 of the agreement include:

- i) To Be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date
(for the purpose of calculating past service credit)
 - Gender

- ii) To Be Provided with Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer 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

- iv) To be Provided Annually but no later than December 1st
 - Current complete address listing

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information

- .06** 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 Appendix "A".

24.03 Workers' Compensation Protection

- a) All Employees shall be covered by Workplace Safety and Insurance Act. No Employee shall have ~~his/her~~ **their** employment terminated as a result of absence from work with a compensable accident.
- b) Employees who have put in a claim for WSIB Benefits shall be allowed to draw from their sick leave plan while waiting for WSIB. The parties agree a repayment agreement shall be signed concerning when the Employee starts to receive WSIB benefits.

24.04 Continuation of Rights and Benefits –Full-time only

- a) All Employees receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority as per Article 13.07 and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay the Employer's share of all premiums for Employee Benefit Plans, including the Pension Plan, based on one hundred percent (100%) of earnings.
- b) An Employee receiving payment from the Long-Term Disability Plan shall be entitled to all benefits under this Collective Agreement. While on Long-Term Disability, the Employer shall continue to pay the Employer's share of all premiums for Employee Benefit Plans, including the Pension Plan, based on one hundred percent (100%) of earnings for a period of thirty-six (36) months. Seniority earned while on unpaid leave as described above will be included for seniority rights under layoff, recall, promotion, demotion etc. but will not be included for any seniority based calculations that have a financial implication (e.g. Vacation, benefits, probation etc.).

24.05 Return to Work

An Employee who is no longer deemed to have a compensable injury shall be placed in their former position and location with the Employer.

A return to work protocol will ensure the following:

- 25) 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.
 - ii) 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.
 - iii) a) The Employer shall provide employees forty-eight (48) hours' notice of all return-to-work meetings so that they can ensure they can select their

Union representative. It is agreed that a meeting can be scheduled in a shorter timeframe, provide it is by mutual agreement.

In complex cases when Employees may need to be accommodated outside their classification or if representation is requested by the Employee, the parties agree to establish a Joint Return to Work Core Committee. The Sub-committee shall consist of up to two (2) representatives chosen by the employee and an equal number of Management personnel. The Sub-committee shall establish their own protocol which shall include a policy on confidentiality.

- b) Where the Employee cannot be accommodated in their regular classification, the Core Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for:
 - i) 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.
 - ii) The return to productive and gainful employment, where practicable, for those Employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as capable of performing duties of another classification.

ARTICLE 25 – HEALTH AND SAFETY

25.01 The employer and employees will comply with the Occupational Health and Safety Act and regulations.

25.02 **Clothing/Boot Allowance- Maintenance/Custodial only**

- a) The Employer shall pay one hundred percent (100%) of the cost to a maximum of three hundred dollars (\$300.00) for safety footwear and uniform for the Maintenance/Custodial personnel per calendar year. The Employer reserves the right to determine the uniform/standard of dress.
- b) The Employer shall pay one hundred percent (100 %) of the cost to a maximum of two hundred and fifty dollars (\$250.00) for safety footwear for those Employees (not mentioned in above) required to wear them in any two (2) year period.

25.03 **Risk Assessment**

The Risk Hazard and Physical Demands Assessments shall be completed collaboratively between the Employer and the Employees at least annually for each work site. The assessment shall include but shall not be limited to workplace mental health hazards, violence in the workplace, environmental hazards, physical demands, and hazards, etc. The Assessments are a working document. The Risk Hazard Assessment shall be available in each location.

25.04 **Violence**

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 threatening statement or behaviour that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates. The parties further agrees and abides by the Agencies "Workplace Violence/Bullying Prevention" policy and the corresponding procedures. The parties agree to jointly review this policy on an annual basis at the Joint Health & Safety Committee to ensure that the policy remains current and continues to address concerns of violence identified by employees.

ARTICLE 26 – TECHNOLOGICAL AND OTHER CHANGES

26.01 In the event that it may be determined by the Employer to change the method of providing services and support to the individuals served by technological change and it is also considered necessary to consider displacing a regular Employee from his/~~her~~ **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 provided that they are qualified to perform the duties outlined in the job description.
- 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 be afforded the opportunity to meet with the Employer's Director of Human Resources or designate and such other Management personnel as he/she considers appropriate, such meetings to be held prior to implementation.
- 5) In the event that none of the items 1), 2) and 3) above can take place, any layoff that may have to be actioned will be done in accordance with Article 15.

ARTICLE 27 – JOB SECURITY

27.01 **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 performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any

other plant, person, company, or non-unit Employee except by mutual consent of the parties. Whenever contracted out services are required, as stated above, the Employer shall notify the Unit Chair or designate in writing prior to the services being underway.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Employee Communication

The Employer shall provide venues for Employee communication (binders and/or electronic) which shall be available in all work locations 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.

28.02 No Strike or Lockout

There shall be no strike or lockout as defined by the Ontario Labour Relations Act R.S.O., 1984 during the life of this Agreement.

28.03 Medical Examinations

As a requirement of various relevant Acts, all Employees must follow the Legislative requirements and the agency policy for the Employee Medical Examinations.

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 will ensure a copy is available to all employees electronically. A hard copy will be available to employees at each location (e.g. Enfield is 5 locations). A hard copy will be provided to employees upon written request by the employee to Human Resources. The Employer or the Union shall print sufficient copies of the Agreement at fifty percent (50%) shared cost.

ARTICLE 30 – GENERAL

30.01 The parties to this Collective agreement agree that the Collective Agreement will be written in gender neutral language.

Where any personal pronoun is used in this Agreement, it shall mean and include all gender pronouns where the context so applies.

30.02 Change of Address

It shall be the duty of the employee to notify the Employer promptly of any change of address. Should an employee fail to do this, the Employer shall not be responsible

for the failure of any notices that may be required under the terms of this Agreement to reach the employee.

30.03 Day Defined

Work Day

Work days are defined as the business day of Monday to Friday, excluding statutory holidays defined in Collective Agreement (Article 18) and weekends.

Calendar Day

The Employer is a twenty-four (24) hour, seven (7) day a week operation; defined as all calendar days.

Scheduled Day

Scheduled day is defined as a regularly scheduled shift with arrival and departure times set out by the Employer.

ARTICLE 31 – TEMPORARY EMPLOYEES

31.01 Definition

A temporary Employee is a person hired for a period of not more than twelve (12) months. Where a longer period is required, this shall be arranged by mutual consent of both parties to this Collective Agreement. In all cases the conditions of work for temporary Employees shall be given to the Employee upon commencement. A copy of this document shall be sent to the Union. Any extension shall be pre-approved by the Union.

31.02 Condition of Hiring

A temporary Employee will be hired only to replace a regular Employee who is absent due to sickness, accident, vacation, 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. A temporary employee may be working either full-time or part-time.

If an existing regular full-time employee fills in a temporary full-time position Article 31.03 shall not apply and, their status shall not change when they assumes the full-time temporary position. If an existing full-time employee fills in a temporary part-time position Article 31.03 shall not apply and, their status shall assume that of the temporary position.

If an existing regular part-time employee fills in a part-time temporary position, Article 31.03 shall not apply, and their status shall not change when they assumes the part-time temporary position. If an existing part-time employee fills in a temporary full-time position, they shall assume all rights and privileges as that of a full-time employee. This shall be in keeping with Article 22.02.

31.03 A temporary Employee who is not an existing regular full-time or part-time employee will be covered by all terms of the Collective Agreement with the exception of:

a) **Article 13 – Seniority**

However, should a temporary Employee be hired for a regular job in the same classification, Article 13 shall apply with the last date of hire becoming their seniority date.

b) **Article 14 – Promotion and Staff Changes**

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

c) **Article 15 – Lay-off and Recall**

d) **Article 20 – Sick Leave**

e) **Article 21 – Leave of Absence**

f) **Article 24 – Benefits**

g) Article 19, 20, 21 and 24 will apply to those temporary Employees whose term of employment exceeds twelve (12) months as above.

h) Where temporary Employees meet the requirements of the Employment Standards Act, they will receive the paid holidays listed in Article 18.

i) Temporary Employees who work less than twelve (12) months shall receive four percent (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 19 with their anniversary date being the last date of hire.

ARTICLE 32 – EMPLOYEE DEVELOPMENT

32.01 Each person will have a Professional Development Plan. This Plan will be developed by the Employee and their immediate Supervisor. All training and development will be based upon this Plan.

32.02 **Eligibility**

All new staff shall be required to participate in orientation and mandatory training provided by the Employer. All further training must be pre-approved by the immediate Supervisor. Staff will be entitled to further participation in development activities after successful completion of the 1040 hours probation period according to their Professional Development Plan. Approval will also be subject to fiscal limitation.

- 32.03** (For attendance at an academic or technical course at an educational institution.) Certain education courses relevant to the Employee's work with the Employer, may be claimed for reimbursement of the course cost excluding textbooks and supplies. The Employer will reimburse seventy-five percent (75%) of the course cost upon receipt of a certificate or official transcript indicating successful completion of the course. Courses must be approved in advance by the Human Resources Department or designate.
- a) The Employee must have successfully completed one (1) year's service prior to approval for any course.
 - b) Request for reimbursement of course cost must be submitted, in writing, prior to commencement of the course. The request must contain a detailed outline of the course, the cost, expected date of completion, the location of the course and a few sentences describing in what way this Employee feels the course will apply to their job.
 - c) All courses will be assessed in regard to the applicant's job identified, training needs and the Employer's budget restraints.
 - d) If an Employee's application for course approval is denied, the Employee shall be given the reason, in writing, by the Human Resources Department or designate.

32.04 **Notice of Training Events, Workshops**

The Employer shall post, and/or include in communication books, notice of special training and general interest events. Inquiries regarding specific internal and external training needs (as per their Professional Development Plan) should be directed to the Human Resources Department.

32.05 **On-the-Job Training**

The Employer shall provide, where feasible, a system of "on-the-job training" so that every Employee shall have the opportunity to receive training for professional development and qualify for promotion and transfer in the event of a vacancy arising.

32.07 **Professional Colleges**

- .01 There will be no requirement for any employee to become a member of a college without prior consultation with the Union, unless required by a ministry directive, regulation or legislation.
- .02 Voluntary membership and/or non-membership in the College will not be a matter of discipline or used to select an applicant for a transfer or promotion.

.03 Where ministry directive, regulation or legislation 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 propose. Should the ministry not provide these funds the employer agrees to meet with the union to look for possible ways to decrease the cost to bargaining unit employees.

32.08 Labour Force Strategy

Agree to develop a letter of agreement through discussion at Labour Management.

ARTICLE 33 – TERM OF AGREEMENT and RETROACTIVITY

33.01 Duration

This Agreement shall be binding and remain in effect April 1st, 2022 to March 31st, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date of the Agreement.

33.02 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Letters of Agreement must be ratified by the prospective parties before they are signed.

33.03 Retroactivity

Retroactive payment to be made within thirty (30) days of “date of ratification” to Employees employed at “date of ratification” and applied to wages only on the basis of all hours paid. 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. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.




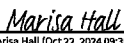


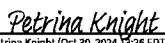


33.04 Copies of the Agreement

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 provide sufficient copies of the Agreement within sixty (60) days of signing at fifty percent (50%) shared cost.

Signed this 17th Day of October, 2024.

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-02

COMMUNITY LIVING OSHAWA CLARINGTON

 Angela Muir (Oct 22, 2024 21:30 EDT)	 Doris Maniacco (Oct 17, 2024 15:25 EDT)
 Julie Coneron (Oct 30, 2024 13:14 EDT)	 Marisa Hall (Oct 22, 2024 09:30 EDT)
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 Petrina Knight (Oct 30, 2024 13:28 EDT)	 Janice Dewland (Oct 17, 2024 15:36 EDT)
	

SCHEDULE 'A'

Year 1 (2022): Stipend to be paid on the pay period ending after ratification by both parties.
Amount to be prorated based on hire date, based on fiscal year.
Terminated Employees are not eligible for stipend.

Part-time Employees who have 2080 hours or more for the year (April 1, 2022 to March 31, 2023) shall be eligible for the Full-Time Stipend as set out below:

Full-time Employees	\$950.00
Part-time Employees	\$675.00

Custodial/Maintenance – Add three dollars (\$3.00) per hour to base wage upon ratification.

Year 2 (2023)

April 2, 2023 \$0.30/hr

October 1, 2023 \$0.40/hr

Classifications	As at		Effective: May 29, 2022		Effective: April 1, 2023		Effective: Oct. 2, 2023	
	04-Apr-21		Add\$ 3.00 to base		Add 0.30		Add 0.40	
	Probation	Job	Probation	Job	Probation	Job	Probation	Job
F/T Direct	\$22.27	\$22.64	\$25.27	\$25.64	\$25.57	\$25.94	\$25.97	\$26.34
P/T Direct	\$19.55	\$20.20	\$22.55	\$23.20	\$22.85	\$23.50	\$23.25	\$23.90
Overnight Awake	\$20.31	\$20.92	\$23.31	\$23.92	\$23.61	\$24.22	\$24.01	\$24.62
Overnight Asleep	\$19.55	\$20.20	\$22.55	\$23.20	\$22.85	\$23.50	\$23.25	\$23.90
Team Leader	\$23.31	\$23.70	\$26.31	\$26.70	\$26.61	\$27.00	\$27.01	\$27.40
Maintenance	\$22.27	\$22.64	\$22.27*	\$22.64*	\$22.57*	\$22.94*	\$22.97*	\$23.34*
Maintenance/Custodial*	\$19.48	\$20.13	\$19.48*	\$20.13*	\$19.78*	\$20.43*	\$20.18*	\$20.83*
Note: custodial only Custodial/Material Handler (n/a)	\$15.76	\$16.48	\$15.76*	\$16.48*	\$16.13	\$16.78	\$16.53	\$17.18
Labourer	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Community SUPPORT SERVICES	Probation	Job	Probation	Job	Probation	Job	Probation	Job
Coordinator, Support Services Adult	\$23.52	\$24.54	\$26.52	\$27.54	\$26.82	\$27.84	\$27.22	\$28.24
Coordinator, Support Services Children	\$23.52	\$24.54	\$26.52	\$27.54	\$26.82	\$27.84	\$27.22	\$28.24
Community Guide F/T	\$23.31	\$23.70	\$26.31	\$26.70	\$26.61	\$27.00	\$27.01	\$27.40
Community Guide P/T	\$20.70	\$20.84	\$23.71	\$23.84	\$24.01	\$24.14	\$24.41	\$24.54

*This does not include the \$ 3.00 wage enhancement. Effective December 20, 2023, will be to base

LETTER OF AGREEMENT

between

**COMMUNITY LIVING OSHAWA CLARINGTON
 (hereinafter referred to as “the Employer”)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
 (hereinafter referred to as “the Union”)**

RE: ADDITIONAL FUNDING

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




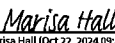


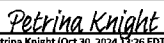
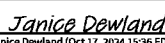
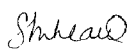
In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding targeted specifically for wages and/or benefits over and above the cost of funding the settlement of this Collective Agreement expiring March 31, 2024, the Union bargaining team, CUPE National Representative and the Employer shall meet to negotiate the method of allocation and implementation of the additional funding to wages and/or benefits.

The employer shall provide the Union with full disclosure regarding current level of funding and additional funding targeted specifically for wages and/or benefits.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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**COMMUNITY LIVING OSHAWA CLARINGTON
 (hereinafter referred to as "the Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
 (hereinafter referred to as "the Union")**

RE: CENTRAL BARGAINING

The Employer and the Union agree to make best efforts to work towards central bargaining. The Employer agrees to work with their Employer Association(s) (Community Living Ontario-CLO and/or Ontario Agencies Supporting Special Needs -OASIS) to develop structures that will facilitate central bargaining with CUPE Locals that represent members who work for the developmental service agencies. The Employer will also work with other developmental services agencies that agreed to a letter of understanding on central bargaining and the Canadian Union of Public Employees to discuss implantation of central bargaining.







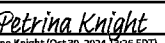
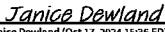

The Employer undertakes to work with the Ministry of Community and Social Services to develop the resources required for implementation of a form of central bargaining with CUPE Locals that represent members who work for the developmental services agencies funded by the Ministry of Community and Social Services.

The Employer further agrees to lobby the Ministry to obtain resources to fund agencies to achieve higher wages, benefits, pensions and working conditions for Employees and the resources to develop an Employer council. And as part of this process, the Employer will work in collaboration with the Union on developing and implementing joint lobbying efforts, in addition to lobby work through its membership with CLO and OASIS.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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COMMUNITY LIVING OSHAWA CLARINGTON
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CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
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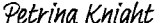
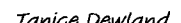

RE: JOB EVALUATION

Job Evaluation will be subject to discussion during the life of this Agreement by the Labour/Management Committee as in Article 9 with the exception of the three (3) month meeting period. Such meeting shall be held as often as the parties can mutually agree and shall be the only subject matter for discussion at those meetings, both parties may have representatives and/or consultants at the meeting.

Signed this 17th Day of October, 2024.

FOR THE UNION

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**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
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RE: MANDATORY OVERTIME




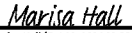
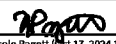
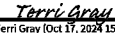


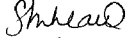
- a) The Parties recognize the Provisions of Section 19 of the Employment Standards Act. The Parties further recognize that the safety and well-being of the people receiving service is of the utmost concern to all. As well, the Parties recognize that contracting out services to non-bargaining unit members is not optimal. Therefore, when the Employer has exhausted all options within the Collective Agreement regarding the Replacement Worker System, the Employer will be entitled to require an employee remain beyond their shift due to an emergency defined by the Employment Standards Act, staff absence or staff shortage, the Employer shall invoke mandatory overtime in reverse seniority rotational order and provide the following rates of pay regardless of classification/status:
- i) all mandatory replacement hours worked at 2x the employee's regular rate of pay.
- b) The Employer shall provide the ability to use the food in the residence should the hours worked beyond the end of the employee's shift exceed five (5) hours.
- c) On a case-by-case basis, the Employer shall allow employee requests to sleep at the employee's regular rate of pay should the hours worked beyond the end of the employee's shift exceed eight (8) hours and at least five (5) of those additional hours occur between 10:00pm and 8:00am. These requests shall not be unreasonably denied.
- d) Should the employee be released from work less than eight (8) hours before the start of their next shift, the employee shall be provided eight (8) hours free from work.
- e) The Employer shall make all reasonable efforts to relieve the forced shift worker as soon as possible and in compliance with this collective agreement.
- f) If the employee identified as next in the reverse seniority rotational order is unable to fulfill the mandatory replacement hours as required by Letter of Understanding #XX due to previous commitments to another employment position (with documented proof) or protections under the Human Rights Code, the next employee in the reverse seniority rotational order will be required to fulfill the mandatory replacement hours as outlined in the Letter of Understanding.

- g) The parties acknowledge that an employee's failure to fulfill mandatory replacement hours as required by the Letter of Understanding may be subject to disciplinary consequences.

Signed this 17th Day of October, 2024.

FOR THE UNION

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between

COMMUNITY LIVING OSHAWA CLARINGTON
 (hereinafter referred to as “the Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
 (hereinafter referred to as “the Union”)

RE: USE OF VOLUNTEERS FOR MAINTENANCE WORK



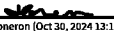
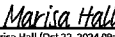


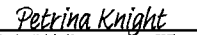
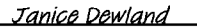
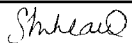
It has been agreed by CLOC Management and CUPE representatives on behalf of their bargaining unit members that the following terms be effective immediately in regard to the use of volunteers within CLOC and specifically in regard to the maintenance area.

1. Management will comply with Article 3.02(b) of the Collective Agreement – “Volunteers may be used by the Employer provided the use of volunteers shall not displace or reduce the hours of work of the bargaining unit Employee. At the end of the month, the Employer shall provide to the Union a list of names of those volunteers having done work during the month. The list shall include the number of hours volunteered, the assignment and location. The employer will advise of any use prior.
2. Volunteers doing maintenance work shall work in conjunction with the maintenance department.
3. Volunteers doing maintenance work shall not be used in case of work stoppage or layoffs.
4. Volunteers doing maintenance work shall not cover emergencies.
5. Individuals who are employed by the Association will not perform maintenance volunteer work outside of their own location. Notwithstanding the aforementioned, under certain circumstances for special projects which are above and beyond normal maintenance responsibilities will first be discussed with maintenance personnel and the Union prior to the work being done.
6. It is agreed that it has been past practice within CLOC that staff and parents have always helped out in their locations and this practice will not change if maintenance is unable to do the job.
7. A refocus of job responsibilities will be looked at in the maintenance area.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF AGREEMENT

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COMMUNITY LIVING OSHAWA CLARINGTON
(hereinafter referred to as “the Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
(hereinafter referred to as “the Union”)

RE: QUALIFICATIONS

The parties agree to the following:

1. “DSW or other related two (2) year Human Services Diploma Degree acquired through a post-secondary education institution recognized by Colleges Ontario or the Council. As a further alternative, a one-year full or accelerated Personal Support Worker certification from a post-secondary institution recognized by Colleges Ontario or the Council of Ontario Universities and the equivalent of two (2) years (i.e. approximately 4160 hours) of full-time developmental services work experience.

Employees educated at post-secondary institutions that are not recognized by Colleges Ontario or the Council of Ontario Universities will be considered on a case-by-case basis at the Employer’s discretion.

2. All support staff working covered by the Collective Agreement, who have been grandfathered/deemed qualified for a full-time position within their own bargaining unit, will be deemed qualified to apply for the following positions: Supported Independent Living Worker, Community Learning and Development Options Support Worker, Employment Support Worker, Satellite Support Worker, Community Guide, Direct Support Worker, Vocational Training/Subcontracting Support Worker (the position of Support Services Coordinator – Children and Adults – is excluded from this Letter of Agreement due to its specific qualifications and different job classification at level 8).

Employees will be deemed to be qualified to apply for the above positions. However, Employees must meet the requirements specified on the job description/posting for each individual position (i.e. a valid driver’s license, having access to a car, work experience, etc.).

3. At any time, a part-time employee who:

Has a one-year full or accelerated Personal Support Worker certification from a post-secondary institution and

- Who can show documentation of such
- Have completed 3,640 hours of work with the Employer
- Have a clean disciplinary record
- Receives a "meets standards" or "exceeds standards" on all core competencies in the most recent performance evaluation.



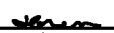

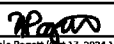
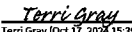



Will be eligible for full-time postings. Employees educated at post-secondary institutions that are not recognized by Colleges Ontario will be considered on a case-by-case basis at the Employers' discretion. The Employer retains the discretion to grant qualification for full-time work for employees who do not meet the qualifications outlined in this letter.

Employees from Local 2936.03 shall be "grandfathered" into full-time qualification in Local 2936.02 and vice versa. Nothing in this Article shall modify the seniority entitlements of employees.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF AGREEMENT

between

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(hereinafter referred to as “the Employer”)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
(hereinafter referred to as “the Union”)**

**RE: COMBINATION OF COMMUNITY ACCESS, RESIDENTIAL SERVICES AND
SUPPORTED INDEPENDENT LIVING (SIL) BARGAINING UNITS**

The Parties agree that the introduction of Article 3.02 of the Collective Agreement for the purposes of combining The Vocational Services, Residential Services and Supported Community Living Staff into one (1) bargaining unit.

- eliminating the barriers between day and residential services
- providing for movement between the existing two (2) classifications
- an increase in job variety
- an increase in staff experiences
- improving staff morale across the whole organization
- eliminating current restrictions around work of the bargaining unit in that My Day My Way staff will not be restricted to working in any one building

With one bargaining unit the parties agree there shall be five (5) classifications:

Full-time Direct
Part-time Direct
Overnight Direct
Maintenance/Custodial
Community Support Services

All current Employees as of June 28, 2000 shall be grandfathered in respect to hours of work i.e. SIL, Residential and My Day My Way.

All current Individual Living Staff will continue to support people in their own homes in the community.










To maintain continuity of support and in order for people to realize their personal outcomes it is not the intent of the Employer to reduce overlapping hours between Residential and day supports. It is the Employer's intent to maintain the float positions as currently structured and not to replace residential positions with float positions. It is also the intent to maintain residential support positions as they presently exist and relocate staff.

The parties agree that the Employer must have a competitive, flexible and inspired workforce in order to continue to be the service provider of choice within The Durham Region.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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(hereinafter referred to as “the Union”)**

RE: MAINTENANCE WAGE RATE

The Parties agree that the incumbents* in the Maintenance/Custodial positions will have the opportunity to move to the Direct Support rate of pay should they obtain a Maintenance position and who have successfully completed the courses selected from the following list:

- | | | |
|------------------------|---------------------------------|---------------|
| 1. Small Engine Repair | 2. Electrical Theory | 7. Fire Alarm |
| 3. Electricity | 4. Plumbing Residential Repairs | |
| 5. Carpentry | 6. Residential Home Inspection | |

Prior to enrolment in these courses, the Maintenance Employees will be interviewed, and their experience reviewed in order to assess which, if any of these courses need to be taken. *Proposals for new or additional courses may be brought forth to the Labour/Management Committee.*

This offer is optional, but the wage increase is contingent upon successful completion of four (4) of the seven (7) courses which have been determined at the above-mentioned interview. Upon successful completion of a course the Employee will receive twenty-five percent (25%) of the negotiated wage settlement. Enrolment will begin at the next available opportunity.

Notwithstanding Article 32.03, the Employer agrees to pay the full costs of these programs as well as any and all lost time resulting from attendance at these courses. If these courses are held during “off-work” hours, the Employer agrees to pay the Employees for all time spent at these courses at their normal rate of pay.

The Parties agree that this letter applies to the incumbents

- Jeff Brooks

The Parties agree that the following Note will be added to the Schedule “A”:




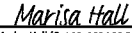


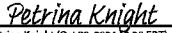


Note: Upon completion of the requirements under Letter of Agreement page 74, the Maintenance rate of pay shall be moved to the Direct Support rate of pay.

The Parties agree that this Agreement will form part of the amended Collective Agreement following negotiations.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

 Angela Muir (Oct 22, 2024 21:30 EDT)	 Doris Maniacco (Oct 17, 2024 15:25 EDT)
 Julie Coneron (Oct 30, 2024 13:14 EDT)	 Marisa Hall (Oct 22, 2024 09:30 EDT)
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LETTER OF AGREEMENT

between

**COMMUNITY LIVING OSHAWA CLARINGTON
 (Hereinafter referred to as "the Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936.02
 (Hereinafter referred to as "the Union")**

RE: EMERGENCY STAFFING




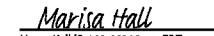
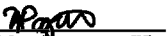

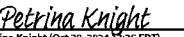
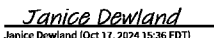
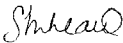
In emergencies where regular Employees are not available and provided the aforementioned operation in itself does not reduce the hours of work or pay of an employee, an employee may be redeployed to another location on a short-term basis.

An emergency is a situation caused by the forces of nature, an accident, an intentional act, or otherwise, that constitutes a threat to life or property. Emergencies typically require a controlled and coordinated response involving numerous internal and external resources. The parties agree that staff shortages are not an emergency as defined in this article. Residential and Day staff shall not be redeployed to a location where they have not been recently orientated.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

 Angela Muir (Oct 22, 2024 21:30 EDT)	 Doris Maniacco (Oct 17, 2024 15:36 EDT)
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COMMUNITY LIVING OSHAWA CLARINGTON
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CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
 (hereinafter referred to as “the Union”)

RE: GOVERNMENT PETITIONING

The Employer and the Union agree to petition the Provincial Government for increases to base funding.

The Employer will continue to petition, individually with local Members of Provincial Parliament, and through the Annual Budget process for increased funding to improve wages and benefits for its workers.

The Employer further agrees to petition, collectively through Community Living Ontario and Ontario Agencies Supporting Special Needs (OASIS) for increased funding to improve wages and benefits for its workers.




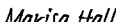


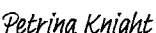
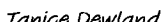

The Employer agrees to meet and work with the Union and other agencies to learn and have meaningful discussion regarding the development of structures and possible options that will assist toward the facilitation of central bargaining for the next round of collective bargaining.

It is agreed that participation in a Central Bargaining process for the next round of bargaining is dependent on the agreement of each party to participate in that process.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
 (hereinafter referred to as “the Union”)**

RE: MAINTENANCE/CUSTODIAL – WINTER SCHEDULE

This will confirm the understanding of the parties regarding the following:









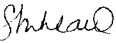
- The thirty (30) hour per week maintenance/custodial position working weekends will remain.
- A Maintenance/Custodial employee, other than the current weekend employee, agrees to work one (1) in three (3) weekends at regular rate from December 1st to March 31st unless otherwise mutually agreed
- Letter of Agreement re: Maintenance Hours of work will apply.
- No maintenance personnel will be laid-off due to this letter of agreement nor any new temporary positions created during the life of the Letter of Agreement without consent of the Union.

This letter shall remain in effect for the life of this Collective Agreement.

Signed this 17th Day of October, 2024.

FOR THE UNION

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**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
 (hereinafter referred to as "the Union")**

RE: OVERNIGHT ASLEEP

1. The Overnight Asleep incumbents (see # 2) will receive vacation and sick time based on forty (40) hours per week.
2. The following incumbents will be covered by this agreement:


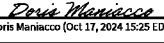
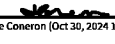
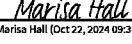



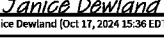

425 Adelaide – Lynda Dowe-Salter

All other overnight asleep are part-time positions and are covered by the part-time addendum.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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 (hereinafter referred to as "the Union")**

RE: FULL-TIME DIRECT SUPPORT PROFESSIONAL FLOAT POSITIONS

1. It is the intention of the Employer to employ full-time staff whenever possible in order to provide stability and continuity in service and support.

Full-time Direct Support Professional Float Positions shall be hired to work at various locations, maximum three (3) locations. In a situation where the cluster list has been exhausted, the employer may re-deploy the Float position if on that locations cluster list to fill the vacancy prior to the mass communiques as per the Replacement Worker System.

2. Each shift shall consist of no more than ten (10) consecutive hours inclusive of half (½) hour paid lunch period each day. Shifts may be at various locations. Such shifts shall finish no later than 11:00 p.m. unless mutually agreed as per Article 16.02.


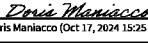
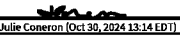
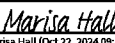


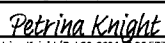
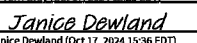

The staff shall be scheduled to work no less than fifty (50) hours in a two (2) week period and may work three (3) weekends within a four (4) week period unless otherwise agreed by the employee and the Employer. Employees shall be paid as per Article 22.05 a) and b).

3. The staff may be scheduled on paid holidays and paid as per Article 18 and scheduled the days in between Christmas and New Year's.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

 Angela Muir (Oct 22, 2024 21:30 EDT)	 Doris Maniocco (Oct 17, 2024 15:25 EDT)
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**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
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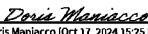

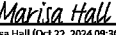





RE: LABOUR FORCE COMMITTEE

1. Both parties agree that they shall meet within thirty (30) days after the Ratification of the Collective Agreement to discuss Labour Force matters including but not limited to call-ins, scheduling, staffing and morale.
2. The committee shall develop and complete the terms of reference at the first meeting. It shall include membership, scope and frequency of meetings. The Committee will present their recommendations to the labour management committee and make recommendations to their respective principals for ratification where applicable.
3. Formation of the Committee shall consist of three (3) representatives from the CUPE bargaining unit and three (3) representatives of management. This Committee shall be a sub-committee of the Labour/Management Committee.

Signed this 17th Day of October, 2024.

FOR THE UNION

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RE: RELIGIOUS HOLIDAYS

Full Time only


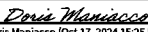

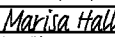


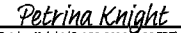
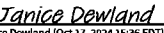

For Good Friday, Easter Monday, and Christmas Day, where an Employee of a non-Christian faith is scheduled to work but desires to observe a different day in furtherance of their bona fide religious observance, the Employee may advise the Employer in writing of the religious requirement to observe such religious holidays. The Employee shall then, in January of each year request in writing to the Employer the dates of up to three (3) holidays per calendar year that the Employee wishes to observe instead, for the employer's approval. Such requests will not be unreasonably withheld.

Notwithstanding any other provision in the Collective Agreement, and pursuant to the provisions of the Employment Standards Act, these substituted holidays shall be treated as the Paid Holiday at the time they are taken, which shall not be more than 12 months after the Paid Holiday for which it is substituted, and the Employee shall not receive any premium pay in the event they are required to work on any of Good Friday, Easter Monday, and Christmas Day, as they shall take a substitute day for their Paid Holiday. If the employee does not meet the obligations of this agreement the employee will reimburse the employer. If an employee is unable to take the substitute holiday they will be reimbursed as per 18.03. Full Time staff not required to work the three holidays noted may be scheduled, if needed at a program/location for which they have been oriented in order to facilitate the substitution.

Signed this 17th Day of October, 2024.

FOR THE UNION

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RE: TERMS OF REFERENCE

Mandate:

The purpose of the Infection Prevention and Control (IPAC) Committee is to provide guidance to Community living Oshawa Clarington (CLOC) on IPAC related issues to reduce the risk of infection or spread of communicable diseases. The committee is the linkage between CLOC and the larger regional IPAC table. The committee's role is to bring back information shared at the regional table to ensure internal alignment with regional strategies. The committee is a collaborative effort of both managerial and union represented employees.

Reporting Relationship/Decision making Authority:

Through the Co-Chairs, the committee reports directly to the CLOC Leadership Team. The Committee co-chairs will keep the Leadership team apprised of the work happening at the IPAC through regular updates and the Leadership monthly meeting. All decision-making authority will lie with the Leadership team. The IPAC committee will bring recommendations forward to the Leadership Team for consideration.

Objectives:

The committee will:

- Review and implement IPAC guidance provided by local health units (including Public Health and the Ontario Ministry of Health) and Ministry of Children Community Social Services (MCCSS).
- Review CLOC's Infection Prevention and Control (IPAC) policy, OTR/IPAC training annually and make necessary edits.
- Oversight of CLOC's influenza and COVID-19 symptom reporting system (HealthQ) including the development of weekly location summaries.
- Receive and Review all COVID Error Reports (ERR)
- Respond to community requests for N95 fit testing and ensure N95 fit testing for CLOC personnel.

- Communicate important IPAC information to staff through the CLOC Employee Newsletter
- Work in conjunction with CLOC's Joint Health and Safety Committee.
- In the event of an outbreak, maintain contact with local public health units.
- Ensure IPAC debriefs with location teams occur after an outbreak, discuss the feedback received and implement any necessary recommendations.
- Ensuring up to date documentation is available and posted during outbreaks.
- Ensuring sufficient PPE is available for all locations.
- Evaluate if RRT is required during Outbreak situations.
- Any other responsibility delegated to the committee via the Leadership Team.

Composition of the Committee:

Membership of the IPAC Committee will include:

- Communications Manager
- Health and Safety Manager
- HR
- One member of the Joint Health and Safety Committee (Union Representative) IPAC Champion
- Facilities Supervisor
- Supervisor

Co-chairs:

To facilitate the process of reporting back to the Leadership Team, the IPAC will be co-chaired by the Health and Safety Manager and the designated CLOC IPAC Champion. The roles of the Co-Chairs will include setting the meeting agenda, chairing the meetings, taking/distributing meeting minutes, ensuring action items are complete, making recommendations/reporting to the Leadership Team.

Meeting Frequency:

The IPAC will meet once per month unless circumstances require additional meetings.

Standing Agenda Items:

The following items are the standard agenda items to be discussed monthly:






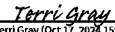
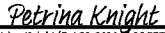

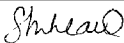
- Current outbreak status
- On call coverage

- PPE inventory
- N95 fit testing
- Guidance documents
- Employee Newsletter
- Update from Regional IPAC table

Signed this 17th Day of October, 2024.

FOR THE UNION

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RE: EMPLOYEE ACCOMMODATIONS




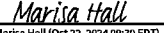

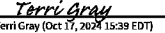

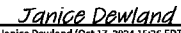

1. The Parties recognize the Ontario Human Rights Code is a piece of legislation in Ontario and is fully applicable in all matters involving WSIB, STD, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.
2. It is the responsibility of persons with disabilities to:
 - Inform the employer of their needs
 - Cooperate in obtaining necessary information including medical and other expert opinions
 - Participate in discussions about solutions,
 - Work with the employer and the union on an ongoing basis to manage the accommodation process
3. The Union must:
 - Take an active role as a partner in the accommodation process
 - Share joint responsibility with the employer to promote accommodation
 - Support accommodation measures regardless of the collective agreement
 - Maintain the confidentiality of persons with disabilities
4. The Employer is required to:
 - Accept accommodation requests in good faith
 - Request only information that is required to make the accommodation
 - Obtain expert advice or opinion where necessary
 - Take an active role in ensuring that all possible solutions are examined
 - Maintain the confidentiality of persons with disabilities
 - Deal with accommodation requests in a timely way,

- Bear the cost of any required medical information or documentation

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF AGREEMENT

between

**COMMUNITY LIVING OSHAWA CLARINGTON
(hereinafter referred to as “the Employer”)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-02
(hereinafter referred to as “the Union”)**

RE: RESIDENTIAL QUALIFICATIONS

The parties agree that Employees from the 02 (residential) bargaining unit whose names appear on the attached document will be deemed qualified as of the date of the signed Agreement. They will be grandfathered/deemed qualified because they have met the criterion that was agreed upon by both Union (membership vote in favour of agreement) and Management. This Agreement will affect only those Employees listed on this document and no other Employees will be grandfathered for the reasons outlined in this Agreement as a result of the agreement. The criteria are as follows:

- 6200 hours of part-time direct support work (no overnight asleep/awake hours)
grade 12 diploma

Hours were also granted for successfully completed, relevant diploma/degree programs up to the date of the Agreement, these hours were calculated using the hours required by the academic program.

A list of all grandfathered employees is attached to this document and signed and dated by both parties.

As of the date of this Agreement, the following residential Employees are deemed qualified for full-time direct support work in the residential bargaining unit as of the date of this Agreement (this offer will not be extended to any other Employees upon completion of this Agreement):

1. Kim Johnson
2. Kim Delaney
3. Amanda Fydirchuk
4. Julie Coneron
5. Ingrid Kiezebrink
6. Lisa Curtis

As of the date of this Agreement and from this day forward, Employees whose names do not appear on the above list have not been deemed qualified for full-time direct support work, as the Agreement stipulates.

Employees who have not been deemed qualified by virtue of this Agreement may access an appeal process that will be extended until March 2nd, 1998. However, the number of hours worked will be calculated as of the date of this Agreement.

The appeal process is as follows:

- 1) Staff wishing to review their individual decision may contact the HR department by March 2nd, 1998 to request a review.
- 2) The HR department will calculate the hours with the Employee.
- 3) It is the Employee's sole responsibility to provide proof of successful completion of all courses.
- 4) All decisions made based on the hours worked and hours extended due to courses will be finalized by the Employer. No staff will be bumped from their position as a result of a successful appeal.







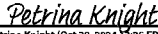
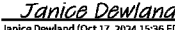

The parties mutually agree that this Agreement will form part of the amended Collective Agreement following negotiations and will not become part of the negotiation process.

The parties mutually agree that this Agreement does not relate to salary scale, structure or changes in salary as a result of this Agreement.

Signed this 17th Day of October, 2024.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF AGREEMENT

between

**COMMUNITY LIVING OSHAWA CLARINGTON
 (hereinafter referred to as "the Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-03
 (hereinafter referred to as "the Union")**

RE: AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION




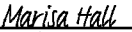

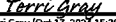



In the event the Employer merges or amalgamates with another body, the Employer will make all reasonable efforts:

- 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 employee shall suffer a loss of employment as a result of a merger.
- 6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

Signed this 17th Day of October, 2024.

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between

COMMUNITY LIVING OSHAWA CLARINGTON
(hereinafter referred to as “the Employer”)
and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-03
(hereinafter referred to as “the Union”)

RE: PERSONAL PROTECTIVE EQUIPMENT

In addition to Personal Protective Equipment (PPE) supplies required for regular use, the employer agrees to maintain a three (3) month secured supply of all Pandemic PPE supplies on the Employer’s property. Such supplies shall include, but not be limited to, hand sanitizer, cleaning products, appropriate gowns, gloves, and N-95 masks.

The Employer shall work with the joint Health and Safety Committee to determine:








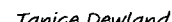
- all Pandemic PPE supplies required
- the amounts of Pandemic PPE supplies necessary for the three (3) month supply
- replacement of Pandemic PP supplies when any supply expires
- any required training for Pandemic PPE supply use and fit testing for N-95 masks

The three (3) month supply must account for all employees, clients and visitors that may be required to utilize the supplies during a Pandemic.

Signed this 17th Day of October, 2024.

FOR THE UNION

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