

COLLECTIVE AGREEMENT

Between

COMMUNITY



COMMUNAUTAIRE

COMMUNITY LIVING WEST NIPISSING
(hereinafter referred to as “the Employer”)

-and-

CUPE·SCFP

CANADIAN UNION OF PUBLIC EMPLOYEES
and
Its Local 4710
(hereinafter referred to as “the Union”)

Term: April 1, 2024, to March 31, 2027

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ARTICLE 1 – PREAMBLE

1.01 It is the general purpose of this Collective Agreement to:

- a) Maintain harmonious relations to settle conditions of employment;
- b) Recognize the mutual value of joint discussions in matters pertaining to working conditions, employment, and services as provided in this Collective Agreement;
- c) Facilitate the Parties working together to encourage high quality service to people receiving supports;
- d) Provide a method for the prompt and equitable disposition of disputes arising from this Collective Agreement.

ARTICLE 2 – RECOGNITION AND SCOPE OF COLLECTIVE AGREEMENT

2.01 Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Community Living West Nipissing save and except Supervisors, persons above the rank of supervisors, Executive Secretaries, Finance Officers, and Human Resource Specialists.

2.02 Definitions

- a) Full-Time Employee: Is an employee who is regularly scheduled to work between 70 – 75 hours bi-weekly depending on programme. A permanent employee who has more than one regular work assignment which cumulatively equals or exceed seventy (70) hours bi-weekly shall be considered a full-time employee.
- b) Regular Part-Time Employee: Is an employee who is regularly scheduled to work less than seventy (70) hours in a bi-weekly pay period.
- c) Casual Employee: Is an employee who is called in to work on an emergency basis and/or to replace full-time, part-time, or temporary employees who are unable to work, on an elect-to-work basis where work is not regularly scheduled and is not committed to any hours of work. The Employer does not guarantee the availability of work. The Employer shall have the right to assign a casual employee to any work location of its choice.
- d) Probationary Employee: Is an employee who has not completed their probationary period and has only those rights as expressly set out in the Collective Agreement. Newly hired full-time employees shall be on probation for a period of six (6) months worked from the date of hire. Newly hired part-

time employees shall be on probation for a period of 975 hours worked from date of last hire. The Parties may agree to extend the probationary period by a further ninety (90) days if the Employer has serious concerns regarding the employee's job performance.

e) Bargaining Unit Work

- (i) Placement, Summer Students, and Supported Individuals: The Employer may engage student placements, supported individuals, and may utilize the services of the Ontario Works Program, or any similar government program. Such persons shall not be covered by the Collective Agreement.
 - (ii) However, such persons shall not displace existing employees resulting in layoffs, or failure to recall employees on layoff. This shall not apply to the occasional happenstance of such a person performing a task to assist in work.
 - (iii) The use of volunteers shall not result in the layoff of permanent employees. Volunteers shall be used to enrich programs and provide support as per the current practice.
 - (iv) Subject to the above, work exclusive to the bargaining unit shall only be performed by bargaining unit members. The objective of the above provisions is to protect the integrity of the bargaining unit.
 - (v) Where a supported individual, parent or a representative of a supported individual enters into a formal written agreement with the Employer for the provision of supports or services that the Employer offers, the Employer shall only use its staff to provide such supports or services provided there are staff who have the skill, ability, and qualifications to do so.
- f) Part-time employees may relieve permanent full-time employees and shall be given preference over casual employees for such assignments. During such periods of relief, part-time employees shall remain and retain part-time employee status and accumulate part-time seniority. Upon the completion of the period of relief part-time employees shall return to the job they performed prior to the period of relief.
- g) No permanent full-time employee shall be laid off as a result of all their hours being assigned to part-time employees.
- h) Upon hire, employees shall be designated their status: full-time, part-time, or casual. The Employer will advise the Union in writing monthly, of the date of hire, name and status of any new employee and the circumstances giving rise

to any temporary employees. In addition, the Employer will advise the Union of any resignations and leaves.

i) Temporary (contract) Employee:

A temporary employee may be hired:

- (i) for a specific task, or
- (ii) for a specific term not to exceed twelve months, or
- (iii) to replace an employee who will be on an approved leave of absence, absence due to WSIB disability or long-term disability

Temporary employees shall not be entitled to benefits or extended benefits and are not entitled to grieve their release at the end of the task, term, or replacement period for which they were hired. Temporary employees shall not accumulate seniority except as set out below.

This Article will not preclude temporary employees from making application for permanent employment. A temporary employee who is the successful applicant for a permanent vacancy shall be required to serve a probation period, as set out in Article 10.03, commencing on the date of appointment to the permanent position. Upon successful completion of the probationary period, the employee shall be credited with seniority, which shall include all hours worked as a temporary employee, pro-rated where necessary.

Permanent employees who apply for temporary positions shall not be covered by this clause.

ARTICLE 3 – NO DISCRIMINATION

3.01 No Discrimination - Human Rights Code

The Employer, the Union, and the members of the bargaining unit agree that there will be no discrimination with respect to employment not permitted by the *Ontario Human Rights Code* as amended.

3.02 No Discrimination – Union Activity

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, harassment, or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union. The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no Union activity on the Employer's premises or during employees' working hours.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive right and function of the Employer to generally manage the operations, and all its programs in all respects and in accordance with its inherent and statutory rights and obligations, except as expressly modified or restricted by a specific provision of this Agreement, and any relevant legislation, and without restricting the generality of the foregoing:

- a) To hire employees, determine the qualifications necessary for the work; assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the services to be rendered;
- b) To reprimand, suspend, discharge, or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been discharged without just cause may be the subject of a grievance as hereinafter provided; to determine the number of employees to be employed; the employment of probationary employees may be terminated at any time during the probationary period without recourse to the grievance or arbitration procedure, unless basis for termination is discriminatory, arbitrary or in bad faith;
- c) To maintain the efficiency of operations, to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer;
- d) To introduce new or improved research, service, and machinery; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules regulations, and practices and to take whatever action is either necessary or advisable to determine, manage, and fulfill the missions of the Employer;
- e) The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement;
- f) The Employer will notify all employees of any and all changes in writing pertaining to selling, buying and closure of programs as soon as a decision has

been finalized. Within thirty (30) days of a final decision, employees will be advised of changes that will affect employee(s).

ARTICLE 5 – UNION SECURITY

5.01 Union Dues Deduction

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 10th day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees including the total of regular earnings and breakdown of dues deducted from each employee from whose wage deductions have been made. A copy of these lists shall also be forwarded to the Secretary of the Local Union.

5.02 The Union will advise the Employer in writing of the amount of its regular monthly union dues authorized in accordance with the Constitution and bylaws of the Union. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

5.03 Indemnification

In consideration of the deducting and forwarding of union dues, the Union shall indemnify and save harmless the Employer, its agents and or employees acting on behalf of the Employer from any and all claims and or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the Employer under the provisions of the Collective Agreement.

5.04 Union Dues on Income Tax Slips

The Employer agrees to print the amount of union dues deductions paid by each employee for the previous calendar year on the employee's Income Tax Receipt.

5.05 New Employee Introduction

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and will provide a listing of the Union Executive and Union Stewards to the new employee. This listing will be provided to the Employer by the Union. The Union president or designate will be provided with the date and time of the orientation meeting and a Union representative will be provided with an opportunity to meet with the new employees during the orientation meeting or at a time and date during working hours to be arranged by the Union Representative thereafter.

5.06 Correspondence

All correspondence between the Parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the

president of the Union or designate.

5.07 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, casual), if the employee is on a leave of absence and the type of leave (personal, medical, maternity, other).

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a semi-annual basis.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 The Union agrees that during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that it will not illegally lockout employees. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act* as amended.

ARTICLE 7 – COMMITTEES AND UNION REPRESENTATION

7.01 Joint Consultation Committee

- a) There shall be a Joint Consultation Committee consisting of up to three (3) representatives of the Union, provided that there is no more than two (2) representatives from any worksite, and that the Employer is not required to replace more than one employee for the purpose of a Joint Consultation Committee meeting. There shall also be up to three (3) representatives of the Employer. Should one of the Union representative positions become vacant, the bargaining unit may elect the replacement from the membership at large. The Union members may have the assistance of a Staff representative of the Union and the Employer may have such assistance as it desires at any meeting of the Committee.
- b) The Committee shall meet at the request of either party, but no more frequently than quarterly, unless mutually agreed otherwise. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda items at least one (1) week before the meeting, unless mutually agreed otherwise.
- c) The Chair of the Committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Chair selected by the Union and a Chair selected by the

Employer. The Union shall prepare the minutes of the first meeting and preparation of minutes shall alternate between the Parties. A copy of the minutes shall be forwarded to each Party. The Union shall post a copy on the bulletin board at each of the Agency's buildings.

- d) The purpose of the Joint Consultation Committee is to discuss items not covered by the Collective Agreement, which are of mutual concern to management and the employees. The Committee shall not have the power to alter, amend, or modify the specific terms of this Agreement. It is expressly understood that this Committee shall not usurp the authority or duties of the Negotiating Committee.

7.02 Recognition of Stewards

The Employer acknowledges the right of the Union to appoint or elect four (4) stewards from amongst employees, who have completed their probationary period.

No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards. Similarly, the Employer will, if requested, supply the Union with a list of the supervisory or other personnel with whom the Union may be required to transact business. The Employer shall not be required to recognize any steward until such notification from the Union has been received.

Where there are two (2) or more stewards in a programme, only one may be absent at a time.

7.03 Steward's Responsibilities

The Parties agree that stewards have their regular duties and responsibilities to perform as employees and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances and shall be without loss of regular straight time earnings. Furthermore, the Employer reserves the right to limit the time spent investigating a grievance if it deems the time taken to be excessive.

7.04 Employee Rights to Representation

- a) At any stage of the grievance procedure, or where discipline is imposed, an employee is entitled to be represented by a Union representative. The Employer will inform the employee of this right before the meeting. It is the employee's responsibility to request Union representation when representation is desired.
- b) The Parties shall endeavour to ensure that a Union representative is available.

However, where a Union representative is not available within forty-eight (48) hours, the absence shall not negate any action taken, nor shall this clause require the Employer to call in or pay a Union representative not already at work.

- c) The Local Union shall have the right to the assistance of staff representative of the Canadian Union of Public Employees for the purpose of attending meetings with the Employer in the administration of this Agreement.
- d) Once it becomes aware of any legal action, claim or proceeding brought against an employee in the bargaining unit which relates to their employment, the Employer will notify and advise the President of the Union. The employee shall have the right to union representation at meetings held with the Employer in relation to this provision.

7.05 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee, comprised of four (4) representatives to be elected or appointed from amongst the employees in the bargaining unit, for the purpose of negotiating the renewal of this Agreement. There shall be no more than two (2) representatives from any worksite. If an appointed representative moves worksites from the time of their appointment and prior to the completion of bargaining, the representative will be permitted to continue, provided that the Employer is not required to replace more than one employee for the purpose of bargaining. Such employees shall not lose their regular earnings for time spent during their regularly scheduled working hours in negotiating meetings with the Employer up to the point that an application for Conciliation is made. Attendance at such meetings shall be subject to operational requirements of the Employer.

7.06 Health and Safety Committee

a) Safe and Respectful Workplace

The Employer and the Union recognize their joint obligation along with employees to:

- (i) Maintain high standards of health and safety in the organization in order to prevent injury and illness;
 - (ii) Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour;
 - (iii) Comply with all duties and responsibilities under the *Occupational Health and Safety Act*, as it may be amended from time to time.
- b) The Parties agree to maintain a Joint Health and Safety Committee consistent with the provisions of the *Ontario Occupational Health and Safety Act*.
 - c) The Health and Safety Committee shall be established and comprised of an

equal number of Employer and Union Representatives. The Employer recognizes its responsibilities under the applicable Legislation and agrees to accept three representatives selected or elected by the Union from amongst bargaining unit employees as members of the Joint Occupational Health and Safety Committee.

- d) The Parties agree that the Joint Health and Safety Committee will review and amend as required the Joint Policy and Procedure Manual.
- e) All time spent attending Joint Health and Safety and/or Health and Safety sub-Committee meetings and attending to the work of the Joint Health and Safety and/or Health and Safety sub-Committee as set out in the *Act* shall be considered as time worked and paid at the regular or premium rate as may be proper.
- f) Any safety device or equipment (excluding clothing and footwear) that the Employer requires the employee to use will be provided by the Employer free of charge. The employee is responsible for their proper and reasonable use and the Employer will replace such safety items as required. Notwithstanding the above, the Employer will reimburse employees who are required to wear safety boots during their employment up to \$150.00 every three years toward the purchase of new safety boots, subject to the provision of a purchase receipt.
- g) Inoculations

The Employer agrees to inoculate employees who regularly come into contact with infectious carriers or communicable diseases. Where an employee refuses such inoculation, the employee shall not be allowed to work during an outbreak as declared by the Medical Officer of Health and shall not be paid for that period unless they have a qualified opinion that the employee is allergic to the inoculation, in which case the employee shall be entitled to draw on their sick leave credits for the time spent away from work. An employee who refuses an inoculation shall sign a waiver of liability. This will be carried out at the Employer's expense where the cost of such immunization is not covered through the employee's health plan. If an employee needs to miss work because of an allergic reaction to the inoculation, the employee shall be entitled to draw on their sick leave credits.

7.07 Union Notification of Discipline

The local Union President or designate shall receive an email, text, or telephone call to advise of any discharge or suspension from the respective Manager within twenty-four (24) hours that the employee receives the notification.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Grievance Defined

For the purpose of this Agreement, a grievance is defined as a difference arising between the Parties relating to the application, interpretation, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

8.02 Complaint

It is the mutual desire of the Parties hereto that complaints of employees shall be rectified as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's immediate supervisor the opportunity of rectifying the employee's complaint. Such complaint shall be discussed with the employee's immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to it have occurred. The employee may be accompanied by the employee's steward, or alternate representative, if the employee wishes. If the complaint is not settled, it shall be taken up as a grievance within fourteen (14) calendar days of the discussion in the following manner and sequence:

STEP 1

An employee's grievance shall be submitted in writing, signed by the employee, and taken up by the employee and steward or union representative to the immediate supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy that is sought. The immediate supervisor will deliver a decision in writing to the grievor's steward or union representative within fourteen (14) calendar days following the day on which the grievance was presented. Failing settlement, then:

STEP 2

Within fourteen (14) calendar days following the decision under Step 1, if the Union is not satisfied with the response, the employee, along with the steward or union representative, shall submit the written grievance to the Executive Director or designate. A meeting will be held among the Executive director or designate, the grievor, and grievor's steward or union representative within twenty-one (21) calendar days, or such other time as may be mutually agreeable. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting. The decision of the Executive Director shall be delivered to the steward or union representative, within fourteen (14) calendar days of the meeting.

"Union Representative" shall mean a member of the Union Executive or a Steward.

8.03 Policy Grievance

- a) A policy grievance is defined as one that alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. The Union may file a policy grievance at Step 2 of the grievance procedure. Such policy grievance shall be filed in writing within twenty-one (21) calendar days of the initial incident giving rise to the complaint. The grievance must be submitted by an authorized representative of the Union.
- b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application, or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the Executive Director or designate within twenty-one (21) calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within fourteen (14) calendar days of the filing of the grievance. The grievance shall be answered in writing by the Union within fourteen (14) calendar days of such meeting.

8.04 Group Grievance

Where a number of employees have identical grievances, they shall sign a single grievance to be filed at Step 2 within twenty-one (21) calendar days of the circumstances giving rise to the grievances. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy that is sought.

8.05 Discharge Grievance

The employment of probationary employees may be terminated at any time at the discretion of the Employer during the probationary period without recourse to the grievance or arbitration procedure. Such termination does not constitute a difference between the Parties under the Collective Agreement.

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director or designate, at Step 2 within fourteen (14) calendar days following the date on which notice of the discharge was issued.

A Board of Arbitration shall resolve such grievance by:

- a) Confirming the management's action in dismissing or suspending the employee; or
- b) Reinstating the employee with full, partial, or no compensation for time lost, benefits, and with or without seniority or service credits; or

c) Any other arrangement that is just and equitable in the circumstances.

8.06 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

8.07 Grievance Resolution

Agreements arrived at between the Employer, the employee, and the Union on the disposition of any specific employee, Union, or Employer grievance shall be final and binding upon the Employer, the Union, and the employees concerned.

8.08 Referral to Arbitration

Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within thirty-one (31) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

8.09 Time Limits

The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the Parties, shall result in the grievance being deemed to have been abandoned, notwithstanding s. 48 (16) *Labour Relations Act*.

8.10 Personnel Records

- a) All warnings and disciplinary notations shall be removed from an employee's personnel file after eighteen (18) months from the date of the discipline provided the employee has been discipline-free for the period. Notwithstanding the foregoing, discipline resulting from a serious occurrence reportable to the Ministry shall remain on an employee's personnel file for twenty-four (24) months. An employee may not claim that the employee has been discipline-free for any more than that period if such is not the case. Notwithstanding the foregoing, an arbitrator may decide on the admissibility of any discipline older than 18 months from the date imposed of any discipline which is before the arbitrator.
- b) Upon written request for reasonable arrangements, an employee shall have access to the employee's personnel file in the presence of the employee's immediate supervisor for the purpose of reviewing any performance appraisals or formal discipline contained therein. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. However, such reply shall not have the effect of diminishing any disciplinary action taken.

ARTICLE 9 – ARBITRATION

- 9.01** When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within fourteen (14) calendar days of the decision at Step 2 set out in the separate Grievance Procedure, Article 8.08 above, and at the same time appoint its nominee to the Arbitration panel. Within thirty-one (31) calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration panel.
- 9.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03** No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the Grievance procedure.
- 9.04** The Arbitration Panel shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.05** The Parties shall expedite the proceedings of the Arbitration Panel. The decision of a majority of the Panel or, where there is no majority, the decision of the chairperson, will be final and binding upon the Parties hereto and the employee(s) concerned.
- 9.06** Each of the Parties hereto will bear the expense of the nominee appointed by it and the Parties will share equally the fees and expenses of the chairperson of the Arbitration Panel.
- 9.07** By mutual agreement the Parties may elect to have a single arbitrator hear the matter in dispute instead of a three-person Board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven (7) calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the Parties shall endeavour to select the single arbitrator. Failing agreement within twenty-eight (28) calendar days or such time as agreed by the Parties, clause 9.01 shall be followed. The single arbitrator shall be bound by all clauses of Article 9 in the same manner as a Board of Arbitration with the necessary changes being made.
- 9.08** **Mediation**
- Within seven (7) calendar days of the referral of a grievance to arbitration, the Parties may agree to a mediation process. In such circumstances, the Parties will contact a mutually acceptable, qualified neutral mediator to arrange mediation as

soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.

The Parties shall engage in this process on the following basis:

- a) Each Party shall make every reasonable effort to resolve the matter;
- b) Any positions taken, or information provided by either Party shall not be admissible should the matter proceed to arbitration;
- c) This step shall not be used to delay arbitration of a matter.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority for permanent full-time employees is defined as the length of continuous service with the Employer since the employee's date of last hire. Seniority for part-time and casual employees shall be accumulated on the basis of hours worked. In no circumstance shall an employee accumulate more than 1,950 hours of seniority in a calendar year. Seniority shall operate on a bargaining unit wide basis within employment status: full-time, part-time, casual.

10.02 Part-Time/Casual Transfer

When a part-time or casual employee is promoted to, or awarded a full-time position, the employee's seniority shall be transferred to the Full-time list on the basis of one year of seniority for each 1,950 hours worked.

10.03 Probationary Period

- a) Newly hired full-time employees shall be considered to be on probation for a period of six (6) months of active employment from the date of hire. Newly hired part-time or casual employees shall be considered to be on probation for a period of 975 hours worked from the date of last hire. Time of active employment as a part-time or casual employee shall count toward the probation period as a full-time employee.
- b) An employee will have no seniority rights during the probationary period. The employment of probationary employees may be terminated at any time during the probationary period at the sole and unfettered discretion of the Employer without recourse to the grievance or arbitration procedure, as long as the termination was not discriminatory, arbitrary or in bad faith. Upon successful completion of the probationary period, the employee shall receive seniority credit to the employee's date of last hire.

10.04 Seniority Lists

There shall be separate seniority lists for full-time, part-time, and casual employees covered by this Agreement who have completed their probationary period. A copy

of each seniority list shall be posted on the 1st of April and the 1st of October of each year. A copy shall be sent to the Union at the same time.

If an employee does not challenge in writing the position of their name on the seniority list within the first thirty (30) calendar days from the date the list is posted then the employee shall be deemed to have proper seniority standing according to the list. All challenges must be completed during the present year of accrual; no prior year claims will be recognized.

10.05 Loss of Seniority and Deemed Termination

Seniority shall be lost, and an employee shall be deemed to have terminated his/her employment with the Employer if the employee:

- a) voluntarily quits employment;
- b) is discharged for just cause and is not reinstated;
- c) fails to report for work upon the expiration of any leave of absence granted to the employee without a reason accepted by the Employer, or uses a leave for a reason other than that for which it was granted;
- d) where the employee is absent from scheduled work for a period of three (3) consecutive working days or more without a reason satisfactory to the Employer;
- e) is laid off in excess of twenty-four (24) months or refuses a recall to a position that is comparable in bi-weekly pay or hours;
- f) is retired;
- g) has been laid off and fails to report the employee's intention to return to work within seven (7) calendar days for the date of notification by registered mail at the last address on the files of the Employer, or fails to report for work within three (3) calendar days thereafter, unless the employee provides a written reason, in advance, satisfactory to the Employer;
- h) has been on Long Term Disability or WSIB for twenty-four (24) months and is still unable to perform the duties of any available position.

10.06 Employee Address

It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If an employee fails to do this, the Employer will not be responsible for the failure of a notice to reach an employee.

10.07 a) Job Posting

- (i) The Employer shall post the following vacancies for a period of seven (7) consecutive calendar days:
 - 1. A permanent full-time vacancy which falls within the bargaining unit; or
 - 2. A new permanent position which falls within the bargaining unit.
- (ii) Employees may apply for the position during the posting period.
- (iii) Such posting shall contain at least the following information: title, wage rate, qualifications, duties, and program. The posting shall also set out the intended hours of work of the position.
- (iv) Employees shall be selected for posted positions on the basis of their skill, ability, experience, and qualifications. Where, in the judgment of the Employer, these factors are relatively equal amongst the employees considered, seniority shall govern, providing that the successful applicant is qualified to perform the available work. Where seniority is a determining factor, there shall be no distinction between full-time, permanent part-time or casual employees.

Any applicant, whether selected for a position or not, may within five (5) calendar days of being informed of the result, request a meeting with the employer to have feedback on their interview performance. Any applicant shall be entitled to have the right of union representation, if they choose, to attend the meeting.

- (v) The successful applicant shall be placed on a trial period for three months of active employment. Conditional on satisfactory service, the employee shall be declared permanent in the position after the completion of the successful trial period. Where the Employer or the employee determine that the successful applicant is not suitable for the job during the trial period, the employee shall be returned to the employee's former position and salary level without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position and salary level without loss of seniority.
- (vi) A permanent employee who is the successful applicant to fill a permanent vacancy shall be eligible to be considered for other permanent vacancies while serving in a permanent position provided the employee has worked more than three months in that position (completed their trial). This shall not apply in the instance of an application for a permanent promotion to a higher rated classification or

for a permanent vacancy which provides a greater number of scheduled hours.

b) Temporary Vacancies

- (i) Temporary vacancies of more than three (3) months shall be posted and filled according to Article 10.07 (a) (i) to (iv). Only the initial vacancy will be posted. Consequent vacancies shall be filled according to (ii) below.
- (ii) For temporary vacancies resulting from (i) and temporary vacancies of three months or less, the Employer will offer such temporary work assignments firstly to the permanent part-time employees on the call-in list by seniority and then to the casual employees on the call-in list by seniority who have the skill, ability, and qualifications to perform the work.
- (iii) A permanent employee who is the successful applicant to fill a temporary vacancy of more than six months shall be eligible to be considered for other temporary vacancies while serving in a temporary position provided the employee has worked more than three months in that position. In the circumstance that the employee is successful on the application, the resulting temporary vacancy need not be posted and may be filled at the discretion of the Employer as it sees fit.

c) Transfers

- (i) Except in the instances of accommodation of an employee's disability, a disciplinary transfer, or a transfer responding to a supported individual need, a transfer initiated by the Employer will be offered in order of seniority commencing with the most senior employee in the group being considered for transfer.

The parties agree that disciplinary transfer should only occur when necessary to ensure proper supervision and in consideration of client needs. When the Employer transfers an employee due to discipline and a displacement will occur as a result, the Employer will displace the least senior person within the program, subject to other necessary operational considerations. The Employer will meet with the person to be displaced and their Union representative prior to the displacement in order to discuss the displacement and alternatives.

- (ii) Where senior employees do not accept the transfer, the most junior employee shall be transferred providing the employee has the requisite skill, ability, experience, and qualifications to perform the required work.
- (iii) An employee affected shall be given reasons for the transfer and the

employee may provide the employee's views to the Employer regarding the transfer.

- (iv) An employee may request a lateral transfer to the same occupation within the same Programme area. Such request shall be considered by the Employer when such a vacancy occurs.
- (v) In making the transfer, the Employer shall act in fair and reasonable manner and shall notify the Union of the transfer within seven (7) calendar days of the transfer.

10.08 Layoff and Recall

a) Layoff Defined

A layoff shall be defined as follows:

- (i) For a permanent full-time employee (other than an employee who is full-time as a result of cumulative assignments): a permanent reduction of hours to below seventy (70) hours per pay period;
- (ii) For a permanent cumulative-assignment full-time employee: the loss of one of the employee's assignments or a permanent reduction in an employee's regularly scheduled hours of work by more than 40%;
- (iii) For a permanent part-time employee: a permanent reduction in an employee's regularly scheduled hours of work by more than 40%.

This definition shall not apply in the circumstances where:

- (i) an employee is not able or available to work;
- (ii) the reduction is the result of disciplinary action;
- (iii) not being provided with work by the Employer by reason of any strike or lockout occurring at the place of employment or elsewhere.

b) Layoff Rights

- (i) A permanent full-time employee (other than an employee who is full-time as a result of cumulative assignments) who has been given notice of layoff shall displace the most junior person on the full-time seniority list in the same classification. If this is not possible, the employee shall have the option of the following:
 1. Displacing into a work assignment, with the closest number of hours to the displaced employee, of the most junior permanent part-time employee in an equivalent classification; or,
 2. The most junior person on the full-time seniority list in a lower rated classification.

(ii) A permanent cumulative-assignment full-time employee who is subject to the termination of a regular assignment which is part of the cumulative block shall displace in the following order:

1. The work assignment(s) of a junior permanent part-time employee(s) with an equal or lesser number of hours whose hours do not conflict with the displacing employee's other assignment(s) with the objective of keeping the employee's full-time status;
2. Where that is not possible, the displaced cumulative-assignment full-time employee shall switch completely with the most junior cumulative-assignment full-time employee and any remaining part-time assignments shall be posted. That displaced junior cumulative-assignment full-time employee becomes permanent part-time and may then displace a more junior permanent part-time employee with the most number of regularly scheduled hours.

(iii) A permanent part-time employee who has been given notice of layoff shall be able to displace in the following order:

1. A work assignment of the most junior permanent part-time employee in the same classification with an equal or lesser number of hours;
2. A work assignment of the most junior permanent part-time employee in a lower rated job classification with an equal or lesser number of hours.

c) Layoff Notice

The Employer shall provide the Union, and the employees concerned with notice of layoff in accordance with the *Employment Standards Act* with a minimum of four weeks' notice unless the Employer receives a lesser amount of notice of changes resulting in a layoff.

d) Recall

Employees shall be recalled in the order of seniority at the time of recall, provided that the employee has the ability and qualifications to perform the requirements of the position without training other than orientation. An employee shall lose recall rights under Article 10.05(e).

e) Right of recall does not apply to staffing that is intended to meet irregular, intermittent staffing needs such as relief.

- f) New employees shall not be hired until those employees with recall rights have been given an opportunity of recall.
- g) Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure within 14 calendar days of the receipt of the notice of layoff.
- h) The job posting process shall have priority over recall.

10.09 Amalgamations and Mergers

In the event that the Employer should merge, amalgamate, or combine any of its operations or functions with any other body or Agency, the Employer will use its best effort to ensure, it being understood that there is no guarantee:

- (i) Retention of all seniority and benefits currently enjoyed by its employees with the successor Employer;
- (ii) All work and services now performed by members of the Canadian Union of Public Employees continues to be performed by CUPE members with the new Employer.

The Employer shall keep the Union advised of the progress of any discussions it has regarding the above.

10.10 Transfer Out of Unit

An employee who is transferred out of the bargaining unit for a period not to exceed six months shall have the right to return to the bargaining unit without loss of bargaining unit seniority. Such period may be extended by mutual written agreement of the Union, the employee, and the Employer.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Personal Leave of Absence

- a) Subject to operational requirements, the Employer may grant a personal leave of absence without pay for legitimate and valid reasons acceptable to the Employer. The request for leave of absence shall be in writing at least 21 calendar days in advance, or, in the event of an emergency, as far in advance as is possible. Such request shall not be unreasonably denied.
- b) Subject to operational requirements, the following unpaid leaves of absence may be granted to an employee for personal reasons:
 - (i) up to three months once every three years after the employee has successfully completed the probationary period.

- (ii) The employee must notify the agency in writing of the employee's intent to return to work 30 days prior to the end of the leave.
- (iii) One year once during the employee's period of employment with the agency and only upon completion of five years of service. A return date will be determined upon approval of the leave and the employee cannot return to work prior to that date. Failure to return to work on the agreed upon date shall constitute grounds for termination.
- (iv) Subject to the terms of the plans, the employee shall be allowed to continue enrolment in all employee benefit plans at the employee's expense while on unpaid leave of absence.
- (v) Employees who are on leave of absence will not engage in gainful employment while on such leave except with the express written consent of the Employer, and if an employee does engage in gainful employment while on such leave without written consent, the employee will forfeit seniority and be deemed to have terminated employment.

11.02 Jury Duty and Witness Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not lose the employee's regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- b) presents proof of service requiring the employee's attendance;

The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee received for jury or Crown witness service, excluding payment for traveling, meals, and other expenses. The employee will present satisfactory proof of service, and the amount received.

An employee will be expected to be at work on any days (or part-days) when the employee is excused as a juror or Crown witness.

An employee who has to attend as a juror or as a Crown witness shall not lose their seniority for time spent as a juror or witness.

11.03 Pregnancy/Parental Leave

Pregnancy/Parental leave shall be provided pursuant to the *Employment Standards Act*.

11.04 Bereavement Leave – For Permanent Full-Time and Part-Time Employees

- a) An employee who notifies the Employer as soon as possible following a death in the employee's family shall be granted up to five consecutive calendar days off work without loss of the employee's regular pay. "Immediate family" shall mean parent, spouse's parent, spouse, child, sibling, stepchild, stepparent, stepsibling, grandchild or child's spouse. Spouse shall include same-sex spouse.
- b) With respect to the death of a grandparent, spouse's grandparent, or spouse's sibling, employees will be granted three consecutive calendar days off without loss of the employee's regular pay at the time of death.
- c) With respect to the death of a sibling's spouse, niece, nephew, aunt or uncle, employees will be granted one day off without loss of the employee's regular pay at the time of death.
- d) Where the interment (burial only) is postponed, an employee will be able to bank one (1) day off without loss of employee's regular pay from the employee's original bereavement leave entitlement to attend such interment. Such interment must occur within nine (9) months of the date of death in order to access the one (1) day of banked bereavement leave.

It is agreed and understood that any such bereavement leave shall not extend beyond 10 calendar days from the date of death.

- e) In the event that a death of a member of the Employee's family as defined in 11.04 a) requires the employee to travel more than four hundred (400) kilometers (one way) to attend at the Service, an additional one (1) day with pay shall be allowed if requested in writing by the Employee, prior to departure. Reasonable proof of this travel requirement may be required by the Employer.

11.05 Emergency Leave

Emergency leave shall be granted in accordance with the *Employment Standards Act*.

11.06 Family Medical Leave

Family medical leave shall be provided pursuant to the *Employment Standards Act*.

11.07 Leave for Union Business

Leave of absence with pay and benefits and without loss of seniority shall be granted to employees selected by the Union to attend Union functions provided that the leave does not unduly interfere with the operations of the Employer. The

Union shall reimburse the Employer for wages and/or benefits, if applicable, paid within thirty (30) days of receipt of the invoice for wages & benefits. The total leave granted for these employees shall not exceed a total of 80 cumulative working days in any fiscal year. Such request is to be made 14 calendar days in advance in writing by the Union and must specify the start and end time of the function. Such leave may be granted with less notice, subject to operational considerations as determined by the Employer. This leave shall not be applicable to time spent under Article 7.05, Negotiating Committee.

11.08 Effect of Leave

It is understood that during any absence without pay not exceeding 30 calendar days, service will accrue as provided under this Collective Agreement. During such an absence exceeding 30 calendar days, credit for service for the purpose of salary, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned will be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of all subsidized employee benefits in which the employee chooses to participate for the period of absence. This clause shall not apply to Pregnancy/Parental leaves of absence or other leaves under the *Employment Standards Act*.

11.09 An employee on a leave of absence greater than thirty (30) days will give at least two (2) weeks' notice of ability to return to work.

11.10 Wage Deferral Leave Programme

Employees may fund their own pre-paid leave programme on the following basis:

- a) The purpose of the programme is to spread four years' wages over five years.
- b) Employees must make the request to begin the programme in writing to their manager at least four months prior to the intended commencement date of the wage deferral.
- c) During the first four years of the programme, 20% of the employee's gross earnings will be deducted and held for the employee.
- d) The deducted wages shall not be accessible to the employee until the year of the leave or upon withdrawal from the pre-paid leave programme.
- e) During the four-year deduction period, all benefits will be kept whole; seniority and service will continue to accumulate.
- f) During the fifth year (leave year) of the programme, the employee shall be considered to be on a leave of absence without pay from the Employer and

shall receive funds from the accumulated wage deduction account at the rate of 1/26 of the amount in the account every two weeks during the leave year.

- g) During the leave year, seniority and service shall be retained but not accumulate. In addition, should an employee who is eligible to participate in the health and welfare plan, choose to do so, the employee shall be responsible for the full payment of any health and welfare benefit premiums in which the employee participates.
- h) The Employee may withdraw from the programme at any time upon giving the Employer two months' notice. The accumulated wages less any deductions required by statute will be returned to the employee.
- i) Upon return from the leave year, the employee shall be returned to the employee's former position. In the event the position is not available, the employee may exercise any layoff rights that the employee may have at the time of the end of the leave year.
- j) Absent any consequences of (i) above, as required by the *Income Tax Act*, an employee must return for a period no less than the period of the leave under this provision.
- k) An employee may participate in the pre-paid leave programme only once during their employment.
- l) The pre-paid leave programme shall be administered under and subject to the *Income Tax Act* and any regulations under that Act.

ARTICLE 12- HOURS OF WORK AND OVERTIME

12.01 Hours of Work

- 1) The scheduling of hours and days of work shall be posted two weeks in advance in an appropriate place in each work location. It is understood that schedules of work may be changed due to illness, leaves of absence, vacation, and the efficiency of operation, therefore, the Employer shall give as much notice as is reasonably practical to employees affected by such schedule changes. Except in circumstances beyond the control of the Employer, where less than twenty-four (24) hours' notice of a shift cancellation is given, employees, other than an employee on a relief shift, shall be paid the amount of the hours of the cancelled shift.
- 2) The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the working schedule as determined by the Employer and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

- (a) For full-time employees, the normal hours of work determined by the Employer shall average between 70 and 75 hours bi-weekly, depending on the program in which they work;
- (b) An employee who is called in and required to work outside their regularly scheduled hours shall be called in on an equitable basis and paid a minimum of three hours' pay whenever the work is not continuous with the employee's regular scheduled hours of work. If the work is continuous the work shall be considered up front overtime, if applicable.
- (c) Employees who report to work and find no work available will be paid a minimum of four (4) hours at their regular rate.
- (d) After the Floater position has been assigned a replacement shift, regular part-time employees shall be given first priority to shifts which become available due to the absence of full-time employees prior to the Employer calling on casual employees.
- (e) Normally, regular part-time employees shall be scheduled for shifts on the schedule of the home or program to which they are assigned.
- (f) Regular part-time employees who have indicated their willingness to have their names on a call-in list may be offered shifts at other homes or programs where no other regular part-time employees who work in the home or in the program are available. It is understood that these part-time employees shall be offered these shifts prior to utilizing casual employees.
- (g) No employee shall be regularly scheduled to work more than twelve (12) consecutive hours per shift or scheduled to work more than seven (7) consecutive shifts.
- (h) Except for bus drivers, an employee who works a split shift shall be compensated with one-half (1/2) hour of lieu time. A split shift shall be defined as an assignment of work the hours for which on a day are separated by more than one hour. This shall not include assignments under two or more contracts.
- (i) Any mandatory attendance (e.g., Rights Committee) shall be determined at the time schedules are posted and dealt with under either (h) above or an employee's regular hours on the day shall be flexed to encompass the mandatory attendance.
- (j) Should a permanent part-time employee be the successful applicant for

a temporary full-time position, the employee shall have the opportunity to bank hours in excess of the regular hours for the temporary position up to 88 hours and use the banked excess hours as time off in-lieu as approved by their direct supervisor, but only for the duration of the temporary replacement assignment. Should the employee be returned to the employee's original position with hours in this bank, the Employer shall pay out the remaining hours to the employee on the employee's next pay.

(k) **Mutual Exchanges**

An employee may request an exchange of equivalent scheduled shifts within the same pay period with another employee provided that such requests are to be submitted in writing to their supervisor and signed by both employees and further provided that the Employer is not required to pay overtime premium as a result of such exchange. The request for such exchange shall not be unreasonably withheld.

3) **Extended Hours**

(a) Employees who are required to work over and above a regularly scheduled 12-hour shift will be compensated at a rate 1.5 times their hourly wage for every hour worked over and above the 12 hours up to five (5) extended hours. In excess of five (5) extended hours, the employee will be compensated at 2.0 times their hourly wage. For clarity, the above-noted compensation will only apply when an employee, for whatever reason, does not attend for their scheduled shift and the employee currently on shift is required to stay beyond their regularly scheduled 12-hour shift.

(b) The Employer shall make all reasonable efforts to relieve worker working extended hours as soon as possible.

(c) This compensation for extended hours shall not be pyramided with any other premiums payable.

12.02 Overtime

a) Where an employee is directed, or authorized in advance, by the employee's supervisor/manager to work in excess of 88 hours in a pay period, such employee shall receive, at the employee's option, compensating time off or pay at one and one-half times the employee's regular wages for each subsequent hour worked.

b) All overtime must be approved in advance by the supervisor/manager before it is worked.

- c) Such compensating time off shall be taken within the same pay period. When this is not possible, employees shall not be allowed to accumulate more than sixty (60) hours accumulated lieu time except by special written agreement of the employee's supervisor/manager or the Executive Director.
- d) Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

12.03 Each employee on a Special Assignment to provide support for individuals on outings that last 24 consecutive hours or more will be provided with the details of the assignment prior to the outing. During such assignment, each employee shall be paid between 12 and 18 hours at regular straight time earnings for each completed period of 24 hours coverage. The coverage requirements, including accommodation arrangements shall be determined and set out in the assignment details.

12.04 Conference/Seminar Attendance

An employee who is directed to attend a conference or seminar outside of Sturgeon Falls shall be paid for such attendance on the basis of actual hours of attendance in session up to a maximum of 7.5 hours/day. Such employees shall also be paid for actual hours spent in travel. Time spent under this clause shall not be considered overtime nor counted for purposes of calculating overtime.

12.05 Staff Meeting Attendance

An employee required to attend mandatory staff meetings on the employee's day off shall be compensated a minimum of three (3) hours for such attendance. Such time shall not be counted for the purpose of calculating overtime hours or for such other hourly thresholds in the Agreement. The Employer shall provide at least twenty-four (24) hours' notice of the cancellation of a mandatory staff meeting.

12.06 Mandatory Training

An employee required to attend mandatory training on a scheduled workday shall be returned to work for the balance of their scheduled hours when the training is over.

ARTICLE 13 – DESIGNATED HOLIDAYS

13.01 The following shall be designated holidays:

New Year's Day	January 2
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Family Day

13.02 Pay for Work on a Designated Holiday

An employee who is required to work on a designated holiday shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate for all hours worked on the holiday and shall receive another day off with pay provided the employee is qualified in accordance with Article 13.04.

13.03 Holiday on Day Off

If a designated holiday falls on a full-time employee's regular scheduled day off or during the employee's vacation, the employee shall request another day off with holiday pay to be scheduled within three (3) months of the holiday and no later than the end of the fiscal year (March 31) at a mutually agreed upon time or, failing agreement, scheduled, or paid out as determined by the employee's supervisor.

13.04 Employees qualify for holiday pay provided they work their regularly scheduled full shift immediately preceding the holiday and their regularly scheduled full shift immediately following the holiday unless absent with the permission of the Employer or with a certified illness (doctor's slip). Holiday pay for this Article shall be calculated as the total amount of regular wages earned and vacation pay payable to the employee in the four workweeks before the workweek in which the public holiday occurred, divided by twenty (20).

13.05 Float Holiday Hours

In addition to the foregoing, permanent full-time employees shall be entitled to fifteen (15) hours off without loss of regular straight time earnings at a time to be mutually agreed between the employee and the employee's supervisor. Full-time employees working less than seventy-five (75) hours in a pay period shall have these float holiday hours pro-rated. There shall be no carry-over of these hours or pay in lieu of taking these hours.

ARTICLE 14 – VACATIONS

14.01 Vacation Year

The vacation scheduling year shall be from April 1 to March 31 of the year following.

14.02 Vacation Entitlement for Permanent Employees

- a) Vacation may be taken in the year in which it is earned, except that an employee may not take any vacation until the employee has completed the six months of employment.
- b) Full-Time Vacation Entitlement
 - (i) After completion of the probation period, a full-time employee may take one (1) week of vacation without loss of their regular straight time earnings. A second (2nd) week, if entitled may be taken after nine (9)

months' active employment.

- (ii) In the first two (2) years of employment, full-time employees shall accumulate vacation on the basis of .83 days per month of active employment until the month of the employee's second employment anniversary date;
- (iii) From the second (2nd) employment anniversary date to the month of the employee's sixth (6th) employment anniversary date, full-time employees shall accumulate vacation on the basis of 1.25 days per month of active employment;
- (iv) From the sixth (6th) employment anniversary date to the month of the employee's thirteenth (13th) employment anniversary date, full-time employees shall accumulate vacation on the basis of 1.66 days per month of active employment;
- (v) From the thirteenth (13th) employment anniversary date to the month of the employee's nineteenth (19th) employment anniversary date, full-time employees shall accumulate vacation on the basis of 2.08 days per month of active employment;
- (vi) From the nineteenth (19th) employment anniversary date to the month of the employee's twenty-fifth (25th) employment anniversary date, full-time employees shall accumulate vacation on the basis of 2.5 days per month of active employment;
- (vii) From the twenty-fifth (25th) employment anniversary date, full-time employees shall accumulate vacation on the basis of 3.0 days per month of active employment.

c) Part-Time Vacation Entitlement

Part-time employees shall be entitled to vacation pay on the following basis:

- (i) In the first 3900 hours of employment, 4% of their regular straight time hourly earnings;
- (iii) Whichever comes first, from 3901 to 13,650 hours of employment or five (5) years of service, 6%
- (iv) From 13651 to 27300 hours of employment, 8%
- (v) From 27301 to 39000 hours of employment, 10%
- (vi) From 39001 hours of employment, 12%.

Part-time employees shall have an election on the payment of vacation pay. Once a year prior to April 1, part-time employees shall advise the Employer whether the above vacation pay percentages will:

- (i) be paid out when the employee takes vacation time, or
- (ii) will be paid out on each pay cheque.

14.03 Temporary and Casual Vacation Pay

Temporary and casual employees shall receive vacation pay in the amount of 4% of their regular wages, payable in each pay period. Employees with 5 years of continuous service will be paid 6% vacation pay.

14.04 For the purposes of service for vacation entitlement, where an employee is transferred from part-time to full-time, or vice-versa, such employee shall transfer service on the basis of one (1) year for each 1950 hours worked.

14.05 Vacation Scheduling

The Employer will endeavour to accommodate the wishes of employees with respect to vacation scheduling requests subject to the service needs of the agency.

Vacation schedules shall be determined by location, by the Employer on the basis of seniority and the efficiency of operations, the Employer will reserve the final decision as to the scheduling of vacations. Vacation time in Residential Programmes will be scheduled during the Christmas/New Year's period according to the policy for providing alternate Christmas/New Year's coverage.

By February 1 in each year, the Employer will determine the maximum number of employees permitted to take vacation in each program/worksites and shift for the fiscal year and will provide this information to the employees.

Vacation request forms shall be distributed commencing with the most senior employee in the bargaining unit on the closest February weekday to February 1st in each year. Employees shall, in order of seniority, respond and indicate their requested vacation periods by March 15 and a finalized schedule shall be posted by April 1. In the case of conflicting requests, seniority shall govern. Vacation requests made after March 15 shall be dealt with on a first come, first served basis, subject to operational requirements.

14.06 Employees shall endeavour to take all their vacation leave during the vacation year in which it is earned. Where an employee has not used up vacation credits at the approach of the vacation year end, an employee's supervisor shall first notify employees of their remaining vacation credits and attempt to jointly schedule remaining vacation or agree to payout of vacation credits at the fiscal year end. If agreement cannot be reached, the supervisor may schedule vacation for the employee, or the employee will be paid out their remaining vacation credits in the end of the fiscal year.

14.07 In the event that an employee leaves the employ of the Employer under any

circumstances, the Employer will be entitled to recover the value of all vacation credits which the employee had not yet earned but which the employee has already taken. Where an employee provides less than two (2) weeks' notice of termination, the employee shall be entitled to only vacation pay as set out in the *Employment Standards Act*.

- 14.08**
- a) Upon request, a full-time employee who becomes seriously ill or injured requiring hospitalization during their scheduled vacation period may have the remainder of their vacation rescheduled at a mutually agreed upon time with consideration for the efficient operations of the Agency. Such request shall not be unreasonably denied.
 - b) Where, during a scheduled vacation an employee becomes eligible for bereavement leave under Article 11.04, the vacation period commencing on the date of death shall be designated a bereavement leave to the extent provided under Article 11.04 and that part of the vacation (for the purpose of this Article 14.08 b) only, which may include the use of vacation credits, previously banked statutory holiday time, time taken and floater days) shall be re-credited to the employee for later use.

ARTICLE 15 – SICK LEAVE

15.01 Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. Sick leave is a privilege and shall not be used for any other purposes.

- a) There shall be a Sick Credit Bank for each permanent full-time employee in the active employ of the Employer who has completed the probationary period. Employees working the following hours per pay period will be credited with the following sick days on April 1 of each year:

70 hours/week: $70/10 \times 1.25 \times 12 \text{ months} = 105 \text{ hours}$

72 hours/week: $72/10 \times 1.25 \times 12 \text{ months} = 108 \text{ hours}$

75 hours/week: $75/10 \times 1.25 \times 12 \text{ months} = 112.5 \text{ hours}$

Sick leave credits are not cumulative from year to year and an employee who leaves prior to the end of the fiscal year shall reimburse the Employer for any credits used but not earned on the basis of the following:

70 hours/week: 8.75 hours per month left in the fiscal year.

72 hours/week: 9 hours per month left in the fiscal year.

75 hours/week: 9.375 hours per month left in the fiscal year.

- b) Where a full-time employee is absent from work due to legitimate illness, the employee shall not lose the employee's regular straight time earnings from

the employee's regularly scheduled hours but shall draw from the employee's Sick Credit Bank to the extent of the employee's credits.

- c) An employee shall be required to submit a physician's certificate with respect to any period of time that the employee is absent due to illness for more than two consecutive days. It is understood that the Employer may request doctor's certificates from employees to cover any absence due to illness, where the frequency, circumstances, and pattern of the absences so warrant.
- d) All employees returning to work after any absence due to illness or injury may be requested to present proof of fitness to return to work in the form of medical documentation (i.e., functional medical assessment) from a duly qualified medical doctor. The cost of any medical certificate required by the Employer will be paid by the Employer.
- e) An employee shall be required to notify the employee's manager or designate preferably eight (8) hours prior to the commencement of the shift, but in any event no later than one (1) hour prior to the normal commencement of the shift. Failure to give such notice without reasonable excuse will result in loss of sick leave benefits for that day of absence.
- f) Sick leave credits shall not be earned while the employee is on a leave of absence without pay that exceeds thirty (30) continuous days, layoff, or sick leave without pay.
- g) Employees shall not be entitled to sick leave with pay during the probationary period.

15.02 Injury

Employees who are injured during working hours in the course of their employment shall be entitled to receive full wages and benefits for the balance of their shift, without deduction being made from their Sick Credit Accumulation Bank.

Employees who are injured during working hours in the course of their employment, and who require care by a physician, shall receive transportation to the nearest physician or Hospital at the expense of the Employer.

15.03 Workplace Safety and Insurance Act

- a) All employees shall be covered by the *Worker's Safety and Insurance Act*.
- b) An employee receiving payment for a compensable injury or illness under WSIA shall accumulate seniority on the basis of their regularly scheduled hours as if they were actively at work, subject to article 10.05.

- c) While on WSIB benefits, the Employer shall continue to pay its share of all premiums for eligible employee's benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*.
- d) Eligible employees will have access to an employee sick bank and can apply for Long-Term Disability (LTD) until such time as the employee's claim for benefits, including appeal, is determined by the WSIB. Should retroactive benefits be granted by WSIB, any sick bank credits used will be claimed by the agency as an advance and the employee's sick bank will be credited when the agency has been reimbursed by WSIB.

Note: The Employer has no current plans to change or replace coverage under the *Workplace Safety and Insurance Act* with private insurance. However, should such an option be contemplated, the Union will be informed, and the Employer shall meet at the Joint Consultation Committee on request to engage in meaningful discussions regarding any such plans.

The Employer may at any time substitute an alternative carrier for coverage currently provided under the *Act* provided the coverage conferred thereby is not decreased. Prior to making any decision to change coverage, the Employer shall inform representatives of CUPE of any plans to seek alternative workplace insurance coverage in the future along with the details of alternative coverage and the rationale for considering the alternative coverage.

This is not to be interpreted as a commitment that the Employer will replace WSIA coverage; rather that the Union will be informed and involved in discussions surrounding such an option if determined to be a viable option for Community Living West Nipissing and its employees.

15.04 Medical /Dental Appointments

Every effort shall be made by employees to schedule personal appointments with medical specialists outside of their scheduled work hours. Where it is not possible to do so, an employee may attend to such appointments during working hours, provided that permission is received from the employee's supervisor (as far in advance as possible). The period of absence required for such attendance shall be deducted from the employee's Sick Credit Accumulation Bank to the extent that the employee has such credits available, or the employee may utilize time-in-lieu or vacation. Otherwise, such time off shall be without pay.

15.05 There is no cash payment for sick leave credits upon resignation, termination, retirement, or death, or at the end of the fiscal year.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS

16.01 The Employer's sole obligation for health and welfare benefits shall be to pay the percentage, as set out below, of the billed premium costs for all participating eligible permanent full-time employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions found in the Benefits Booklet provided to the Union and any employee upon request, including any enrolment requirements and age limits, provided the employee pays the balance of the premium by payroll deduction:

- a) Life insurance plan –two times salary to a maximum of \$150,000 reducing by 50% at 65 ending at 70
- b) Accidental Death & Dismemberment – two times salary for accidental death (to age 70)
- c) Dependent Life - \$10,000 Spouse, \$5,000 Child (to age 70)
- d) Extended Health Care Benefits (to age 70):
 - (i) Prescription Drugs (80%) on the basis of the cost of the lowest priced equivalent drug based on provincial regulations, unless the health care practitioner has indicated no substitution, or no generic equivalent is available
 - (ii) Hospital Ward coverage
 - (iii) Emergency - Out of Province/Canada
 - (iv) Orthopaedic Shoes (\$500.00 per year)
 - (v) Chiropractic Services – up to a maximum of \$400.00 (no deductible)
 - (vi) 100% of the cost of contact lenses, eyeglasses, or laser eye correction surgery up to a maximum of \$200.00 in any 12-month period for a person under the age of 18 or in any 24-month period for any other eligible person. Effective June 28, 2023, adult coverage will be increased to \$250/24 months and a further increase to \$300/24 month effective April 1, 2024.
 - (vii) Optometrist routine eye exams to a maximum of \$125.00 for a 24-month period.
 - (vii) Massage Services – up to a maximum of \$400.00. Effective June 28, 2023, this amount will increase to a maximum of \$500.00.
- e) Dental Coverage: Basic and Preventative – 80% up to a maximum of \$1000.00 per calendar year. Effective June 28, 2023, this amount will be 80% up to a maximum of \$1200.00 per calendar year.

16.02 Effective April 1, 2017 part-time, casual, and temporary employees do not qualify for benefits therefore shall receive an allowance in lieu of benefits on each pay cheque of seven percent (7.0%) of the employee's regular straight time hourly rate for all straight time hours worked after completion of 520 hours of service.

16.03 Long-term disability coverage is an employee pay-all plan. This plan provides a 26-week elimination period, 66 2/3 % of salary, two-year "own occupation" benefit as

provided under the Employer's Group Insurance Plan, continuing for a maximum of five (5) years or until age 65 or until death, whichever comes first.

16.04 It is understood that the Employer may at any time substitute another carrier for any insurance plan, provided the benefits conferred thereby are not decreased. Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits once during the term of the Agreement. In addition, when there is any change to the benefits insurance policy, the Employer will advise the Union and provide it with a copy of the changes to the policy.

16.05 Employee and Family Assistance Program

The Employer agrees to continue its membership in the Employee & Family Assistance Program.

16.06 Pension Plan

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

“Plan,” means a retirement vehicle as determined by the Union;

“Applicable wages” means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

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

“Eligible employee” means full-time and regular part-time employees in the bargaining unit who have completed the probationary period.

- b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to 5% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 5% of applicable wages to the Plan.
- c) The employee and the Employer contributions shall be remitted to the Plan by the Employer within 30 days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

- e) 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.

- f) 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. This information shall be provided in an electronically readable form if it is maintained in that format.

For further specificity, the items required for each eligible employee by this paragraph include:

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

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

To Be Provided Initially and As Status Changes

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

- g) In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trusts and the rules and regulations of the Plan adopted by the trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the trustees of the Plan in the form attached hereto as Schedule B.
- h) None of these terms shall require the Employer to contribute more than the 5% of wages as set out above, and the Union agrees to indemnify the Employee against any additional contributions.

ARTICLE 17 – WAGES

17.01 a) The Employer shall pay the wage rates set out in Appendix “A”.

b) Payment of Wages

- (i) Employer shall pay wages bi-weekly in accordance with Salary Grid attached hereto. For each payday, employees shall be provided with an itemized statement of their wages, hours, overtime, sick time, statutory holidays, vacation, bank time, and other supplementary pay and deductions.
- (ii) All employees covered by this Agreement will be paid by direct deposit every second Thursday.
- (iii) Payroll errors will be corrected as soon as practicable.

17.02 Travel

Employees traveling on official business for the agency shall be reimbursed for expenses as follows unless otherwise mutually agreed, in writing, by both the employee and Employer:

- a) For the use of the employee’s personal vehicle the employee shall receive a travel allowance of 55¢ per kilometre (to increase to 57¢ effective April 1, 2025 and 60¢ effective April 1, 2026).
- b) Other modes of travel must be approved by the Employer in advance and the employee shall be reimbursed on the basis of approved receipts.
- c) Accommodations will be paid by the Employer based on official receipts.
- d) Meals will be reimbursed up to a maximum of \$65 per day, not including alcoholic beverages. Receipts must be provided to the Employer prior to payment.

- e) Other miscellaneous costs such as parking and gratuities (not exceeding 15% of the meal bill) shall be reimbursed provided there is a written explanation, and receipts are provided if normally available for such expenditure.
- f) Incidental costs such as coffee, pop, and snacks will be reimbursed, subject to pre-approval, provided the total meal and incidental costs are within the \$65 per day and receipts are provided by the employee.
- g) Client Outings

Employees who are providing services to clients of the Employer and who are required to incur the cost of one or more meals shall be reimbursed on the following basis:

- i) Breakfast: \$15.00
- ii) Lunch: \$20.00
- iii) Dinner: \$30.00

All claims for meals pursuant to this Article must be approved in advance and supported by receipts.

17.03 Temporary Assignment to Higher-Rated Position

Where the Employer assigns an employee to temporarily perform the duties and responsibilities of a position with a higher rate of pay for a period of one week or more, the employee shall be paid at the rate of the position to which the employee has been assigned from the first day of the assignment.

17.04 Temporary Assignment to Lower-Rated Position

Where the Employer assigns an employee to temporarily perform the duties and responsibilities of a position with a lower rate of pay, other than in the circumstance of a layoff or a disciplinary demotion, the employee shall continue to be paid at the rate applicable to the position from which the employee was assigned.

17.05 Vehicle Insurance

- a) The Employer shall indicate on all job postings and job descriptions if use of a personal vehicle, including to transport supported individuals, is a requirement of the job.
- b) Employees who are required to use their personal vehicle on Employer business, shall confirm that they have the necessary license and insurance and that they have advised their insurer of the requirement, if applicable, to transport supported individuals.

17.06 Compensation for Damages

When an employee, in the course of transporting or working with individuals he/she supports, suffers damage to their vehicle or eyeglasses, the employee can present his/her claim for replacement or repairs in writing to the Employer. Provided that the employee has used all precautionary measures as directed by the Employer and as dictated by common sense, the employee will be compensated by the Employer for any damages. Such claim will not be unreasonably denied.

17.07 Changed Qualifications

An employee in a classification shall not be removed from that classification solely on the basis that the Employer requires different qualifications for the classification.

17.08 Performance Appraisal

Upon request, an employee shall be provided with a copy of the employee's annual performance appraisal.

17.09 Inclement Weather

An employee who reports late or who is absent from work because of weather conditions shall not lose their earnings from their regularly scheduled hours provided:

- a) the weather has made travel hazardous in the community in which the employee resides;
- b) the employee has made every reasonable effort to advise the office of the delay or absence, and;
- c) the employee has reported to work as soon as it was safe to do so.

ARTICLE 18 – MISCELLANEOUS

18.01 Bulletin Board

The Employer agrees to provide a bulletin board at each work site for the purpose of posting Union notices. Such notices will be signed and posted by officers of the Union only and will be in keeping with the spirit and intent of the Agreement.

18.02 Printing Contract

The Employer and the Union shall each pay one-half of the cost of reproducing the Collective Agreement in a mutually acceptable form for employees and the Employer.

The Employer agrees to send an electronic copy of the Collective Agreement to employees by email.

18.03 Professional College

There shall be no requirement for any bargaining unit member to become a member of a college without prior consultation from the Union, unless required by a ministry directive, regulation, or legislation.

ARTICLE 19 – DURATION

19.01 This Agreement is in effect until March 31, 2027, inclusive from year to year thereafter unless either party gives the other party written notice 90 days prior to the expiry date of this Agreement, of its desire to amend or terminate this Agreement.

19.02 Notice that amendments are required or that either party desire to terminate this Agreement may only be given within a period of 90 days prior to the expiration of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.

19.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within 30 days after giving of notice, if requested to do so.

SIGNED electronically this 18th day of November, 2024.

FOR COMMUNITY LIVING
WEST NIPISSING

Suzanne Bélanger

Chantal Verdina
Chantal Verdina (Nov 22, 2024 14:37 EST)

Brigitte Larocque
Brigitte Larocque (Nov 18, 2024 11:45 EST)

Lisette Nault
Lisette Nault (Nov 18, 2024 10:51 EST)

FOR CUPE LOCAL 4710

Tammy Brochu
Tammy Brochu (Nov 18, 2024 10:13 EST)

Melanie Ayotte
Melanie Ayotte (Nov 19, 2024 10:51 EST)

Karen Parker
Karen Parker (Nov 18, 2024 09:59 EST)

Sylvie Mousseau
Sylvie Mousseau (Nov 18, 2024 10:33 EST)

Jacqueline Comeau
Jacqueline Comeau (Nov 18, 2024 09:57 EST)

APPENDIX A

SALARY SCALE – APRIL 1, 2024

2.5% General Wage Increase

JOB VALUE RANGE	POSITIONS	YEAR 1	YEAR 2	YEAR 3	YEAR 4
501-550	BUS DRIVER	23.54	24.11	24.69	25.26
551-600	RECEPTIONIST - ADMIN CLERK	25.49	26.09	26.65	27.22
	NIGHT WORKER	25.49	26.09	26.65	27.22
	SUPPORT WORKER	25.49	26.09	26.65	27.22
	RESIDENTIAL RELIEF	25.49	26.09	26.65	27.22
	NIGHTWORKER CHILDREN'S SERVICES	25.49	26.09	26.65	27.22
	SUPPORT WORKER CHILDREN'S SERVICES	25.49	26.09	26.65	27.22
	RELIEF CHILDREN'S SERVICES	25.49	26.09	26.65	27.22
UNDERFILL		21.79	22.38	22.94	23.52
601-650		26.17	26.72	27.29	27.84
651-700	INTERVENOR	26.71	27.27	27.83	28.40
UNDERFILL		24.69	25.25	25.82	26.37
701-750	PROPERTY MAINTENANCE WORKER	26.80	27.38	27.86	28.50
751-800	RESIDENTIAL COORDINATOR	31.32	31.89	32.45	33.02
	TRANSITION COORDINATOR	31.32	31.89	32.45	33.02
	EMPLOYMENT SUPPORT COORDINATOR	31.32	31.89	32.45	33.02
	COMMUNITY ACCESS SUPPORTS COORDINATOR	31.32	31.89	32.45	33.02
	CLINICAL COORDINATOR	31.32	31.89	32.45	33.02
	SIL COORDINATOR	31.32	31.89	32.45	33.02
	FAMILY HOME COORDINATOR	31.32	31.89	32.45	33.02
	FAMILY SUPPORT & RESPITE COORDINATOR	31.32	31.89	32.45	33.02
	CHILD/YOUTH SERVICES COORDINATOR	31.32	31.89	32.45	33.02
	PASSPORT SERVICES COORDINATOR	31.32	31.89	32.45	33.02
UNDERFILL		26.25	27.25	28.04	28.82
801-850	MENTAL HEALTH FACILITATOR	29.74	30.30	30.85	31.42
UNDERFILL		26.14	26.69	27.27	27.82
851-900		32.01	32.56	33.13	33.69
901-950	BEHAVIOUR THERAPIST	32.94	33.52	34.07	34.63

SALARY SCALE – APRIL 1, 2025

2% General Wage Increase

JOB VALUE RANGE	POSITIONS	YEAR 1	YEAR 2	YEAR 3	YEAR 4
501-550	BUS DRIVER	24.02	24.59	25.19	25.76
551-600	RECEPTIONIST - ADMIN CLERK	26.00	26.61	27.18	27.77
	NIGHT WORKER	26.00	26.61	27.18	27.77
	SUPPORT WORKER	26.00	26.61	27.18	27.77
	RESIDENTIAL RELIEF	26.00	26.61	27.18	27.77
	NIGHTWORKER CHILDREN'S SERVICES	26.00	26.61	27.18	27.77
	SUPPORT WORKER CHILDREN'S SERVICES	26.00	26.61	27.18	27.77
	RELIEF CHILDREN'S SERVICES	26.00	26.61	27.18	27.77
UNDERFILL		22.23	22.82	23.40	23.99
601-650		26.69	27.26	27.83	28.40
651-700	INTERVENOR	27.25	27.81	28.39	28.97
UNDERFILL		25.19	25.75	26.34	26.90
701-750	PROPERTY MAINTENANCE WORKER	27.34	27.93	28.42	29.06
751-800	RESIDENTIAL COORDINATOR	31.95	32.53	33.10	33.68
	TRANSITION COORDINATOR	31.95	32.53	33.10	33.68
	EMPLOYMENT SUPPORT COORDINATOR	31.95	32.53	33.10	33.68
	COMMUNITY ACCESS SUPPORTS COORDINATOR	31.95	32.53	33.10	33.68
	CLINICAL COORDINATOR	31.95	32.53	33.10	33.68
	SIL COORDINATOR	31.95	32.53	33.10	33.68
	FAMILY HOME COORDINATOR	31.95	32.53	33.10	33.68
	FAMILY SUPPORT & RESPITE COORDINATOR	31.95	32.53	33.10	33.68
	CHILD/YOUTH SERVICES COORDINATOR	31.95	32.53	33.10	33.68
	PASSPORT SERVICES COORDINATOR	31.95	32.53	33.10	33.68
UNDERFILL		26.78	27.80	28.60	29.40
801-850	MENTAL HEALTH FACILITATOR	30.33	30.90	31.47	32.04
UNDERFILL		26.66	27.22	27.81	28.37
851-900		32.65	33.22	33.79	34.37
901-950	BEHAVIOUR THERAPIST	33.60	34.19	34.75	35.33

SALARY SCALE – APRIL 1, 2026

2% General Wage Increase

JOB VALUE RANGE	POSITIONS	YEAR 1	YEAR 2	YEAR 3	YEAR 4
501-550	BUS DRIVER	24.50	25.08	25.69	26.28
551-600	RECEPTIONIST - ADMIN CLERK	26.52	27.14	27.73	28.32
	NIGHT WORKER	26.52	27.14	27.73	28.32
	SUPPORT WORKER	26.52	27.14	27.73	28.32
	RESIDENTIAL RELIEF	26.52	27.14	27.73	28.32
	NIGHTWORKER CHILDREN'S SERVICES	26.52	27.14	27.73	28.32
	SUPPORT WORKER CHILDREN'S SERVICES	26.52	27.14	27.73	28.32
	RELIEF CHILDREN'S SERVICES	26.52	27.14	27.73	28.32
UNDERFILL		22.67	23.28	23.87	24.47
601-650		27.23	27.80	28.39	28.96
651-700	INTERVENOR	27.79	28.37	28.95	29.55
UNDERFILL		25.69	26.27	26.86	27.44
701-750	PROPERTY MAINTENANCE WORKER	27.89	28.48	28.99	29.65
751-800	RESIDENTIAL COORDINATOR	32.59	33.18	33.76	34.35
	TRANSITION COORDINATOR	32.59	33.18	33.76	34.35
	EMPLOYMENT SUPPORT COORDINATOR	32.59	33.18	33.76	34.35
	COMMUNITY ACCESS SUPPORTS COORDINATOR	32.59	33.18	33.76	34.35
	CLINICAL COORDINATOR	32.59	33.18	33.76	34.35
	SIL COORDINATOR	32.59	33.18	33.76	34.35
	FAMILY HOME COORDINATOR	32.59	33.18	33.76	34.35
	FAMILY SUPPORT & RESPITE COORDINATOR	32.59	33.18	33.76	34.35
	CHILD/YOUTH SERVICES COORDINATOR	32.59	33.18	33.76	34.35
	PASSPORT SERVICES COORDINATOR	32.59	33.18	33.76	34.35
UNDERFILL		27.31	28.36	29.18	29.99
801-850	MENTAL HEALTH FACILITATOR	30.94	31.52	32.10	32.69
UNDERFILL		27.19	27.77	28.37	28.94
851-900		33.30	33.88	34.47	35.05
901-950	BEHAVIOUR THERAPIST	34.27	34.87	35.45	36.03

LETTER OF UNDERSTANDING

BETWEEN:

**COMMUNITY LIVING WEST NIPISSING
(hereinafter referred to as "the Employer")**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as "the Union")**

The following employees shall be entitled to continue to receive the benefits listed under the terms and conditions existing prior to the Collective Agreement, provided they continue to be regularly scheduled for 40 or more hours per pay period:

L. Malette

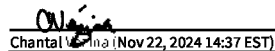
Benefits:

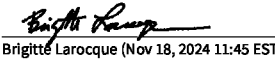
1. Health and Welfare Benefits
2. Designated Holidays
3. Sick Leave Credits
4. Vacation

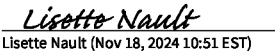
SIGNED electronically this 18th day of November, 2024.

FOR COMMUNITY LIVING
WEST NIPISSING

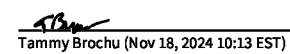


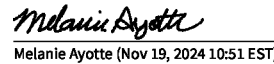

Chantal Veillette (Nov 22, 2024 14:37 EST)

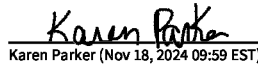

Brigitte Larocque (Nov 18, 2024 11:45 EST)

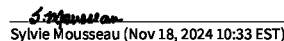

Lisette Nault (Nov 18, 2024 10:51 EST)

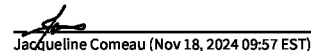
FOR CUPE LOCAL 4710


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Melanie Ayotte (Nov 19, 2024 10:51 EST)


Karen Parker (Nov 18, 2024 09:59 EST)


Sylvie Mousseau (Nov 18, 2024 10:33 EST)


Jacqueline Comeau (Nov 18, 2024 09:57 EST)

LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING WEST NIPISSING
(hereinafter referred to as “the Employer”)**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as “the Union”)**

RE: Funding Adjustments and Transparency

- a) In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding for compensation items (wages and benefits), the Union and Employer shall meet with the JCC and CUPE National Representative to discuss the method of allocation of funding to wages and/or benefits, subject to whatever conditions MCSS places on the extra funding. The Employer shall provide the Union with full disclosure regarding additional funding.

- b) The Employer and the Union remain committed to working together to secure adequate funding to ensure that accessible quality supports, and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this work shall be to secure improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

This letter shall expire on March 31, 2027.

SIGNED electronically this 18th day of November, 2024.

FOR COMMUNITY LIVING
WEST NIPISSING

Suzanne Bélanger

Chantal Veilna
Chantal Veilna (Nov 22, 2024 14:37 EST)

Brigitte Larocque
Brigitte Larocque (Nov 18, 2024 11:45 EST)

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LETTER OF UNDERSTANDING

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**COMMUNITY LIVING WEST NIPISSING
(hereinafter referred to as “the Employer”)**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as “the Union”)**

RE: Workload and Full Time Complement

Workload

The Employer and the Union acknowledge that the management of workload is a management responsibility, and that workload is a serious concern to bargaining unit employees. For this reason, workload issues will be a standing item on the JCC agenda.

The Employer will provide a quarterly report on workload issues indicating:

1. When a worksite has been required to operate short-staffed (i.e., at less than the normal staff complement);
2. Why this has occurred;
3. Whether the short-staffing situation created a safety or security issue for supported individuals or staff; and
4. Any actions or proposals by management to address the situation.

This report will be discussed at a JCC meeting and there will be an opportunity for discussion.

Workload complaints and/or concerns shall first be addressed with the employee’s immediate Supervisor and/or Manager to give the Employer the opportunity to address and rectify the employee’s complaint. If the employee’s complaint and/or concern remain unresolved, the employee can ask to have their complaint and/or concern addressed through the JCC.

Any employee who makes a complaint and/or concern in writing shall have the right to attend the JCC meeting where his/her complaint and/or concern will be heard. Such employees shall not lose regular earnings for time spent attending this JCC meeting.

Full Time Complement

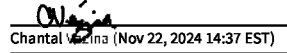
On an annual basis, the JCC shall examine and discuss the existing staffing complement with a view of determining if there is opportunity to combine part-time positions into full-time positions.

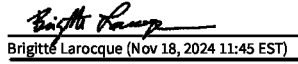
In addition, without qualification, the Employer has no plans to move to an exclusively part-time work force, nor does it foresee any such move during the term of this Collective Agreement.

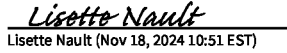
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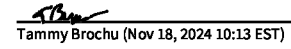


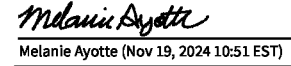

Chantal Verdina (Nov 22, 2024 14:37 EST)

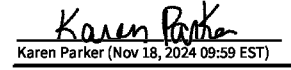

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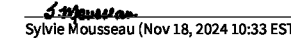

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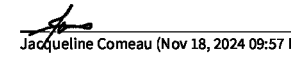
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LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING WEST NIPISSING
(hereinafter referred to as “the Employer”)**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as “the Union”)**

RE: Pay Equity

The Employer maintains that there have been no substantial changes to any positions in the bargaining unit that would result in a need to re-visit the Pay Equity Plan.

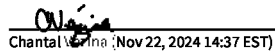
However, should the Union wish to investigate pay equity compliance, the Employer will cooperate with its efforts to do so by providing copies of job descriptions, the Pay Equity Plan, and any other documentation reasonably required. The Union may involve its Job Evaluation Specialist to aid in this process as it deems fit.

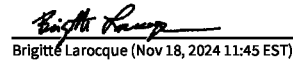
If, upon completion of such inquiries, the Union believes pay equity issues exist, the Employer will meet with the Union to discuss the matter.

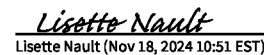
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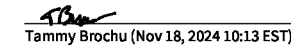


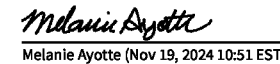

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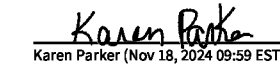

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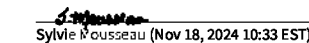

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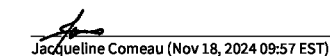
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LETTER OF UNDERSTANDING

BETWEEN

**COMMUNITY LIVING WEST NIPISSING
(hereinafter referred to as “the Employer”)**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as “the Union”)**

RE: Funding and Central Bargaining

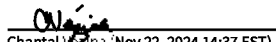
The parties recognize the financial constraints faced by agencies due to years of funding cuts, freezes and no baseline funding adjustments and the impacts of COVID-19. The parties also recognize the significant economic, familial, and health impacts of COVID-19 upon frontline workers and the people to which they provide services.

The Employer further agrees to support the concept of central bargaining and will work with its respective employer association(s) to pursue this goal and gain the support and resources of MCCSS. CUPE understands that the Employer does not commit to be named as a CUPE-sponsored recommendation without prior written consent of the Employer.


SIGNED electronically this 18th day of November, 2024.

FOR COMMUNITY LIVING
WEST NIPISSING

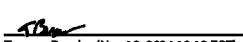




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Jacqueline Comeau (Nov 18, 2024 09:57 EST)

SCHEDULE "B"

PARTICIPATION AGREEMENT

This Agreement made this day of , 2021.

BETWEEN:

Community Living West Nipissing
(The "Employer")
and

Multi-Sector Pension Plan by its Trustees
(the "Trustees")

In consideration of the Employer becoming a participating Employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 4710 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the Parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated the 20th day of April, 2005 failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this

Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

- i) To Be Provided Once Only at Plan Commencement
 - Date of hire;
 - Date of birth;
 - Date of first contribution
 - Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
- ii) To Be Provided with Each Remittance
 - Name;
 - Social Insurance Number;
 - Monthly remittance
 - Pensionable earnings
 - Year to date contributions;
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.
- iii) To Be Provided Initially and As Status Changes
 - Full address
 - Termination date where applicable (MM/DD/YY)
 - Marital status

Nothing contained in the Collective Agreement or this schedule or the Agreement and Declaration of Trusts shall impose any obligation or liability on the Employer to do more than pay the percentage contributions set out in the Collective Agreement, and, from the Employer perspective, the Plan shall be treated as a defined contribution plan.

Employer

Multi-Sector Pension Plan,
By its Trustees