



COLLECTIVE AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

APRIL 1, 2024 - MARCH 31, 2027

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ARTICLE 1 - PREAMBLE

1.01 Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for clients.

1.02 Feminine/Masculine Pronouns

All pronouns in this agreement will use they/them as required.

ARTICLE 2 - EMPLOYER'S RIGHTS

2.01 Employer's Rights

The Union acknowledges that (except as expressly modified or covered by Articles of this Agreement) it is the exclusive function of the Employer to manage its operation, and without affecting the generality of the foregoing:

- (a) to direct the operation in the best interests of the clients, the community and the employees both within and without the bargaining unit;
- (b) to formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement;
- (c) to introduce new practices and/or services: to expand, reduce, eliminate, change, or modify present services and practices, and enter into contracts for buildings repairs, equipment, supplies, materials and services;
- (d) to determine where, by whom, in what manner, at what time and under what conditions employees in the bargaining unit and/or contractors and their employees perform their duties;
- (e) to determine the hours of work, work assignments and methods of doing work, provided always that reasonable notice shall be given to the employee or employees involved of any change to be made;

- 2.01 (f) to maintain order and discipline, to hire, promote, transfer, demote, suspend or discharge or otherwise discipline employees for sufficient cause;
- (g) to instruct and direct employees in their duties, responsibilities, conduct and attitudes towards patients, visitors, department heads, supervisors and other employees both within and without the bargaining unit;
- (h) to control the use of buildings, equipment, utensils, machinery, tools, materials, instruments, clothing, uniforms and all other articles or things belonging to the Employer.

When an employee alleges that the Employer has exercised their Management rights in an arbitrary or discretionary manner or has treated her/him in an unjust or unfair way, the said employee shall have the right to register a grievance in the manner hereinafter provided.

ARTICLE 3 - RECOGNITION

3.01 **Recognition**

Ongwanada recognizes the Union as the exclusive bargaining agent for all employees of Ongwanada at Ongwanada Resource Centre, Kingston, Ontario, save and except the following categories:

Department Heads	Radiologists
Persons above the rank of Department Head	Supervisors
Graduate Nurses	Physiotherapists
Undergraduate Nurses	Dietitians
Technicians	Cardiologists
Occupational Therapists	Office Staff
Coordinators	Administrative Staff
Social Workers	CBMS Home Therapists
Speech Pathologist	

ARTICLE 4 - DEFINITIONS

4.01 **Temporary Employee**

Employees may be hired for a specific term covering the entirety of the absence up to a maximum of twenty-four (24) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or maternity leave. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. Such positions will be posted for bidding purposes for a period of seven (7) consecutive calendar days.

4.01 Continued

Within seven (7) calendar days of the date of appointment to the vacant position, the name of the successful applicant shall be posted on the union bulletin board, following notification of the successful applicant, for a minimum of fourteen (14) calendar days.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

4.02 **Part-Time Commitment** **(Applicable to part-time employees only)**

The Employer shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

The Employer will offer available shifts to qualified part-time employees in the same classification before offering the shift to casual employees.

4.03 **Regular Part-Time Employee**

A "part-time employee" is an employee who works less than twenty-four (24) hours a week.

4.04 **Casual Employee**

A casual employee is an employee who is called in to replace a worker due to absence or for periods of additional complement for less than thirty (30) consecutive working days. The union must agree to extensions of the additional complement casual and in the event a casual employee is retained beyond three (3) months' employment shall be considered a regular employee and be entitled to all the terms and privileges of this Agreement. There is an exception to this in the case of students employed in the summer months.

4.06 **Students**

Students may be employed by the employer during the summer months of May to August inclusive to enhance complement and work with existing staff. At no time will students be used to replace existing staff who are absent. A student is defined as someone enrolled in school and returning to it in September.

ARTICLE 5 - RELATIONSHIP

5.01 No Discrimination

The Parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

ARTICLE 6 - UNION SECURITY

6.01 T4 Slips

The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Employer's payroll system.

6.02 Notification to Union

The Employer will provide bulletin board space for the posting of C.U.P.E. - 29 notices exclusively, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld; every effort will be made within two (2) working days to process such requests. It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to the Employer's policy and/or the Collective Agreement.

All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the President. In addition, all grievance related correspondence shall also be forwarded to the Chief Steward. The Union shall advise the Employer in writing of the name and address of Local 29's Executive Board and of any changes from time to time.

All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.

- 6.02 (iii) In January and June of each year, the Employer will forward in written form to the Recording Secretary of the Union, a seniority listing of all employee's names.

By the 10th day of each calendar month, the Employer shall advise the Recording Secretary of the Union, in writing, of the names, addresses and telephone numbers of all employees hired/terminated during the previous month, and their work location, as well as employees on approved leaves or leaves related to workplace injury/illness.

6.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

6.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Employer premises or on Employer time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

7.02 Union Participation in Meetings with Management Outside Scheduled Working Hours

It is agreed that representatives of the Union who participate in committee work or such other meetings as may be required by the parties jointly, where the meeting occurs or extends beyond representative's regularly scheduled hours for the day, will have the opportunity to bank the additional hours at their regular rate of pay to be used as time off as agreed between the representative and their supervisor. Such permission shall not be unreasonably denied.

It is also agreed that casual or part time representatives who participate in committee work or such other meetings as may be required by the parties jointly, will be paid for their hours for these meetings.

7.03 Employee Relations Committee

Where the Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at an Employee Relations Committee Meeting during the term of this Agreement, the following shall apply:

An equal number of representatives of each Party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. If attending during working hours, full-time and part-time employees who are representatives in the committee will be paid for time spent in such meetings. Casual employees who are representatives in the committee will be paid, hour per hour, for time spent in such meetings. Employees attending outside of work hours will receive compensating time in lieu, at straight time.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse, schedule changes and workload are appropriate topic for the Employee Relations Committee to discuss.

It is understood that joint meetings with other Employee Relations Committees in the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

7.04 Bargaining Committee

The Employer agrees to recognize a negotiating committee comprised of up to five (5) Employer employees representing support and part-time support for the purpose of negotiating a renewal Agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Employer.

When direct negotiations begin or end within twelve (12) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave-of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under Article 13.02.

7.05 Union Stewards

The Employer agrees to recognize one Union steward from each department to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

7.05 Continued

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Employer in which they are not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

7.06 Grievance Committee

The Employer will recognize a Grievance Committee composed of the grievor, Chief Steward or designate, the steward involved, and the President or designate. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration.

7.07 Joint Pay Equity Committee

The parties agree to conform to The Pay Equity Act, as amended from time to time, by the use of a Joint Pay Equity Committee. This Committee shall maintain job ratings on an ongoing basis and shall apply the processes outlined in the Pay Equity Plan's Terms of Reference between the Employer and CUPE Local 29 for evaluating all bargaining unit positions. The Plan will also be used for any new positions created by the employer.

7.08 **Modified Work Committee**

The Employer agrees to recognize a modified work committee which shall include the injured employee, a CUPE representative, a representative from Occupational Health and others as required, i.e., a Human Resources representative, supervisor, etc. The purpose of the committee will be to return ill or injured workers to the workplace following a work-related or non-work-related illness or injury, adhering to the legislative requirements of the Ontario Human Rights Code the Workers Compensation Act and the Workplace Safety and Insurance Act. It is agreed that the return to work process will begin with looking at the employee's existing position first if possible and then reviewing the return as required.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

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

8.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.

8.03 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

8.03 **Step No. 1**

The employee may submit a written grievance signed by the employee to their immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to their Department Head who will deliver their decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The Parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both Parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

8.03 Continued

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Employer Administrator or their designee. A meeting will then be held between the Employer Administrator or their designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the Parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Employer Administrator or their designee may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 8.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which- such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 8.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

- 8.07 Failing settlement under the foregoing procedure of any grievance between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 8.08 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 8.09 When either Party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other Party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other Party shall name a nominee, provided, however, that if such Party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the Party invoking Arbitration Procedure. The two (2) nominees shall attempt to select by agreement a chairperson of the Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 8.10 When a grievance has been submitted to arbitration, the Parties may agree to jointly request the assistance of a mediator to resolve the grievance. The parties shall share equally any costs of the mediator.
- 8.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The Arbitration Board 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.
- 8.14 The proceedings of the Arbitration Board will be expedited by the Parties hereto and the decision of the majority and, where there is no majority the decision of the chairperson will be final and binding upon the Parties hereto and the employee or employees concerned.
- 8.15 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, if any, of the chairperson of the Arbitration Board.
- 8.16 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 subject only to the provisions of Section 44 (6) of The Labour Relations Act.

- 8.17 Wherever Arbitration Board is referred to in the Agreement, the Parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - ACCESS TO FILES

9.01 Access to Personnel File

Employees may review their personnel file in the presence of the Manager, Human Resources or designate. The Employee may be accompanied by a Union Representative. Such review must be made during normal business hours, at a time that is mutually arranged between the Employer and the Employee(s) concerned and subject to Employees not making the request with unreasonable frequency. This review time shall not result in replacement costs to the Employer. An employee shall have the right to request copies of any evaluations in their file.

9.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

ARTICLE 10 - SENIORITY

10.01 Probationary Period

A new employee will be considered on probation until they have completed nine hundred (900) hours of work. Upon completion of the probationary period, they shall be credited with seniority equal to the nine hundred (900) of work. With the written consent of the Employer, the probationary employee and the President of the Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

10.02 Definition of Seniority

(a) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit. Continuous service shall be defined as last date of hire in the employ of the employer for full time employees and prorated for part time employees. Staff on temporary shutdown periods will not be defined as breaking service.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each one thousand seven hundred-and twenty-five (1,725) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

(b) It is understood that employees will continue to accrue seniority for all closures, shutdowns etc., that are four (4) months of durations or less.

10.02 Continued

Seniority List

The Employer shall maintain one (1) seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the CUPE Local 29 bulletin board space in January and June of each year. These shall be provided electronically. Notwithstanding the above, the parties agree to implement immediately a process whereby an up to date seniority list for all CUPE employees is calculated and maintained up to the most recent pay date for which a computerized record of seniority is available.

10.03 **Loss of Seniority**

An employee shall lose all seniority and service and shall be deemed to have forfeited their employment if they:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Lay-off and Recall;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.
- (h) has not worked the minimum required hours of a casual employee. The minimum required hours of a casual employee employed in the Day Program/Pool shall consist of fifty (50) hours, excluding training, in the previous twelve (12) month period. The minimum required hours of a casual employee employed in Housekeeping/Maintenance shall consist of seventy (70) hours, excluding training in the previous twelve (12) month period. The minimum required hours of a casual employee employed in Nutrition Services shall consist of eight (8) hours, excluding training in the previous twelve (12) month period. These minimum numbers of hours are in effect, with the exception of applying to employees who hold full-time part-time positions within the CUPE bargaining unit.

10.03 (h) Continued

The minimum required hours will be stated in all “offer of employment” letters to casual employees. Casual employees may be granted a leave of absence without pay for up to three (3) months upon request. The period of leave of absence will not be considered as part of the previous twelve (12) month period referred to in 10.03 (h).

10.04 Effect of Absence

Unless otherwise provided in the Collective Agreement:

It is understood that during an approved unpaid absence not-exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned 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 any subsidized employee benefits in which they are participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee’s absence is due to a disability resulting in WSIB benefits.

It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee’s absence is due to a disability resulting in WSIB benefits or LTD benefits, or for a period of one (1) year if an employee’s unpaid absence is due to an illness.

Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits on the basis of what the employee’s normal regular hours of work would have been.

10.05 Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

In Departments where there are shutdowns (in excess of three (3) days or more with the exception of summer shutdown), the Employer will not post during that period of shutdown and a courtesy transfer may be utilized.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

10.05 Continued

Vacancies created by the filling of an initial permanent or temporary vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful applicants will be notified of the award within ten (10) working days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Employer will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Employer. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) work days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. This time period may be extended by mutual agreement of both parties. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled under this Article and the names of the successful applicants will be provided to the Union monthly.

Note: For part-time employees, thirty (30) workdays shall mean two hundred and twenty-five (225) hours.

10.06 **Transfer and Seniority Outside the Bargaining Unit**

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

10.07 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, lay-off and recall and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each one thousand seven hundred and twenty-five (1,725) hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had they not transferred.

Note: For part-time employees, thirty (30) work days shall mean two hundred and twenty-five (225) hours.

10.08 Notice and Redeployment Committee

(a) Notice

In the event of a proposed lay-off at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than five (5) months' written notice of lay-off, or pay in lieu thereof.

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

(b) A lay-off shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of lay-off provided:

- (i) the reassignment of the employee is to an appropriate permanent job with the Employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;

10.08 Continued

- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a lay-off or bumping.

The Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 10.08 and will meet thereafter as frequently as is necessary.

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Employer which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Employer or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 10.11, the Employer will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

10.08 Continued

(5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and of the Union.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable.

Each Party shall appoint a Co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(d) (iii) Disclosure

The Employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Employer's Chief Executive Officer and to the Board of Directors.

10.09 Lay-off and Recall

An employee in receipt of notice of lay-off pursuant to 10.08 (a) (ii) may:

- (a) accept the lay-off, or
- (b) opt to receive a separation allowance as outlined in Article 10.12; or
- (c) opt to retire, if eligible under the terms of the Employers of Ontario Pension Plan (HOOPP) as outlined in Article 19.03 (b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 10.08.

10.09 Continued

A part-time employee may not bump a full-time employee. A full-time employee may only bump a part-time employee with less seniority which shall be determined by converting the full-time employee's seniority to hours in accordance with the formula in Article 10.02 at the time of the lay-off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off.

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within seven percent (7%) of the laid-off employee's straight-time hourly rate.

An employee who is subject to lay-off other than a lay-off of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 15.01, reduced, shall have the right to accept the lay-off or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

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

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

10.09 Continued

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 10.08.

10.10 **Benefits on Lay-off (Applicable to full-time employees only)**

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

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

10.11 **Retraining**

(a) **Retraining for Positions within the Employer**

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the lay-off or who is unable to displace any other employee could be redeployed to an Employer position identified by the Redeployment Committee in accordance with Article 10.08 (d) (i):

- (i) Opportunities to fill vacant positions identified by the Employer Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order up their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of the CUPE bargaining unit may be offered by the Employer in its discretion.
- (ii) The Employer and the Union will cooperate so that employees who have received notice of permanent lay-off and been approved for retraining in order to prevent a lay-off will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek assistance to cover the cost of tuition, books and any travel.

10.11 Continued

- (iii) Apart from any on-the-job training offered by the Employer, any employee subject to lay-off who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Employer will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Employer and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 10.11 (a) (i).

An employee subject to lay-off who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to lay-off.

10.12 Separation Allowances

- (a) Where an employee resigns within thirty (30) days after receiving notice of lay-off pursuant to Article 10.08 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 10.08 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250.00).

10.13 Portability of Service

An employee hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be slotted in that step of the wage-progression consistent with one (1) years' service x every, one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

10.14 Technological Change

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 11 - CONTRACTING OUT/CONTRACTING IN

11.01 Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out.

11.02 Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the Employer; and
- (2) in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer's Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

11.03 **Contracting In**

Further to Article 10.08 (d) (i) (1) the Parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Employer by members of the bargaining unit.

ARTICLE 12 - WORK OF THE BARGAINING UNIT

12.01 **Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

12.02 **Volunteers**

It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on an unpaid basis shall be used to enrich programs and shall not be used if such use adversely affects the terms and conditions of employment of a bargaining unit employee or permanently replaces, or is used in lieu of employing a bargaining unit employee.

The above paragraph is not intended to preclude the employer from:

Providing opportunity for co-op students to work with members of the bargaining unit and other employees as part of their school/college/university programs.

Providing opportunities for high school students to fulfill their community service obligations through activities inside or outside the classroom.

Allowing for the legitimate involvement of parents, clients and community members as volunteers in Ongwanada programs, field trips or projects, or for such other purposes as the parties agree providing that these provisions do not detract from or adversely affect the application of this article.

The Employer shall submit to the Union figures indicating the number of volunteers for the current month in CUPE work areas, and updated figures as changes occur.

12.04 **Bereavement**

Any employees who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for four (4) calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, children, step-children, parent, step-parent, sister or brother, or legal guardian.

12.04 Continued

In conjunction with the death of the children-in-law, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse, the Employer will grant bereavement leave for three (3) calendar days off without loss of regular pay from regularly scheduled hours.

The Employer, in its direction, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 **Personal Leave**

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

13.02 **Union Business**

The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Employer. Leaves with thirty (30) days' notice shall not be denied, up to a maximum of two (2) employees per department, excluding Nutrition Services.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days' clear notice in writing to the Employer, unless not reasonably possible to give such notice. It is recognized that leaves of short term duration will not exceed forty-five (45) days. Employer responses to such requests shall be in writing within a two (2) week period from the time the initial request was made.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

13.03 **Full-Time Position with the Union**

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

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the full-time employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 4.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

13.04 **Bereavement**

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, children, step-children, parent, step-parent, sister or brother, or legal guardian.

In conjunction with the death of the children-in-law, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse, the Employer will grant bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

13.05 **Jury & Witness Duty**

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, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, including situations resulting from workplace violence, harassment or domestic violence, the employee shall not lose regular pay because of such attendance provided that the employee:

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

13.05 Continued

- (c) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at is regular straight time hourly rate subject to (a), (b) and (c) above.

13.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings.

Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

13.06 Continued

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (c) Credits for service and seniority shall accumulate while a full-time employee is on pregnancy leave.

Credits for service will accumulate while a part-time employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating while the employee is on pregnancy leave.

For part-time employees the Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

13.07 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least four (4) weeks in advance of the date of the commencement of such leave and the expected date of return.

- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

13.07 Continued

- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks.

The employee shall receive one of the following benefit payments:

- i) an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received, and ninety-three percent (93%) of the average weekly rate of pay which they were receiving over the twenty-six (26) weeks worked prior to the commencement of the leave, if taking thirty-five (35) weeks of parental leave (for employees who took a pregnancy leave) or thirty-seven (37) weeks of parental leave (for employees who did not take a pregnancy leave).
- ii) an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received, and seventy-one percent (71%) of the average weekly rate of pay which they were receiving over the twenty-six (26) weeks worked prior to the commencement of the leave, if taking sixty-one (61) weeks of parental leave (for employees who took a pregnancy leave) or sixty-three (63) weeks of parental leave (for employees who did not take a pregnancy leave).

Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

13.07 Continued

In addition to the foregoing, the Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while a full-time employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began.

Credits for service and seniority for part-time employees shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave and sixty-three (63) weeks after the parental leave began on the basis of what the employee's normal regular hours of work would have been.

- (g) The Employer will continue to pay its share of the premiums of the subsidized full-time employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks while the employee is on parental leave.

The Employer will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while a part time employee is on parental leave. The Employer will register these benefits with the Employment Benefit Plan.

- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

13.08 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

13.09 **Pre-Paid Leave Plan**

The Employer has introduced a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the Parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Employers of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time-during the- deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

13.09 Continued

- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 14 - SICK LEAVE, INJURY & DISABILITY

14.01 HOODIP (Applicable to full-time employees only)

- (a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) Employers of Ontario Disability Income Plan Brochure.

The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service.
- (b) Effective the first of the month following the transfer all existing sick leave plans in the affected Employers shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

14.01 Continued

- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The “sick leave bank” shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages, and;
 - (2) where, an employee who resigns his employment after completing five (5) or more years of continuous employment, having accrued sick leave credits, shall receive in cash, one half (½) of his accumulated sick leave credits up to the maximum accumulation of one hundred (100) days at the termination of his employment. Termination of employment shall include termination as a result of the death of an employee. In these cases, payment of accumulated sick leave credits shall be made to the personal representative of the deceased employee.
 - (3) When an employee retires, the employee shall receive all his sick leave credits in cash up to a maximum of one hundred (100) days. Retirement shall be deemed to have taken place when an employee leaves the service of the Employer having reached the age of sixty-five (65) years or in accordance with the existing Pension Plan and having completed five (5) years of continuous service.
 - (4) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave days providing they subsequently achieves the necessary service to qualify him/her for pay-out under the conditions relating to such pay-out;
 - (5) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Employer, on application from the employee will supplement the award made-by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred percent (100%) of the employee’s net earnings, to the limit of the employee’s accumulated sick leave credits.
- (d) There shall be no pay deduction from an employee’s regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (e) Any dispute which may arise concerning an employee’s entitlement to any benefits referred to in Article 14.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.

14.01 Continued

- (f) An employee may be required to provide the Employer with a Medical Doctor's certificate from a physician certifying that he is unable to carry out his normal duties due to illness. A medical certificate is required for absences greater than five (5) days in order to draw sick benefits. The Employer shall pay the full cost of any medical certificate required of an employee.
- (g) Employees who become ill or suffer an accident must notify their Supervisor. If the Supervisor is not available, they will contact the Department Head. The Supervisor or the Department Head must be notified as soon as possible and in any case not later than the time at which the employee would normally be required to report for duty.
- (h) Before returning to work after an illness or an accident, employees must give notice to their Department of their intended return at least one (1) day in advance.
- (i) It is agreed that all employees shall be entitled to Medical Care in minor emergency cases while on duty.
- (j) Full time employees will be allowed to attend up to three (3) medical appointments per year, no longer than 1.5 hours per appointment. Additional appointment time, or additional appointments may be allowed, using vacation, compassionate or other leaves, dependent on individual employee banks.
- (k) Part-time employees shall be entitled to a maximum of two (2) paid sick days per year.

14.02 **Injury Pay**

If an employee is injured on the job and the employer excuses him/her from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

Ongwanada shall provide a copy of the Workplace Safety and Insurance Board's Form 7 to the employee and the Union at the request of the injured employee on any claim filed with the Workplace Safety and Insurance Board by Ongwanada.

When Ongwanada intends to intervene or dispute a Workplace Safety and Insurance Board claim, Ongwanada shall notify the employee and the Union of its intention within three (3) working days.

14.03 **Payment Pending Determination of WSIB Claims** **(Applicable to full-time employees only)**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan.

14.03 Continued

Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 15 - HOURS OF WORK

15.01 **Daily & Weekly Hours of Work**

- (a) The standard work day for all full-time employees shall be seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal break, and the standard work week shall be thirty-seven and one-half (37½) hours. The meal period shall be an uninterrupted period except in cases of emergency.

The Employer agrees that no seven and one-half (7½) hour shift shall be spread over a period longer than eight (8) hours from start to finish with a one-half (½) hour lunch break.

- (b) The regular scheduled hours of work for part-time employees shall not regularly exceed twenty-four (24) hours per week or forty-eight (48) hours averaged over a two (2) week period except in the case of an emergency.

(c) **Daily & Weekly Hours of Work**

Any provision related to the specifications of the number of daily and weekly hours of work that existed in Community Services shall continue. Therefore, Community Services shall be scheduled over a forty-three (43) week period. It is recognized that two (2) weeks of this period is unpaid and unworked. The Employer shall not schedule any employee for work for less than four (4) hours.

The Hydrotherapy Department shall be scheduled over a 52 week period. It is recognized that six (6) weeks of this period is unpaid and unworked.

- (d) A six (6) week schedule showing the hours and days of work of each employee shall be posted in an appropriate place one (1) week in advance of the start of the schedule. Once posted, the shift schedule shall not be changed unless by mutual agreement between the Employer and the employee.

The parties agree that the six (6) week schedule is an appropriate topic of discussion for the Employee Relations Committee.

- (e) No recognition will be given to the change over from daylight saving time to standard time and vice versa. Employees working either of the affected shifts shall receive their regular rate of pay for that shift.

15.01 (f) (Applicable to part-time employees only)

The Employer will endeavour to divide the available hours of scheduled work equally among the regular part-time employees normally performing the work to be done. When extra or replacement staff is required, preference shall go to regular part-time employees normally performing the work, until they reach forty-nine (49) hours bi-weekly maximum prior to contacting casual employees to fill "call-in" shifts. The Employer shall post an availability roster in September, at the beginning of each program year for ten (10) consecutive working days for regular part-time.

Regular part-time can add or withdrawn their name by submitting a written request to the Supervisor(s), Community Services. Written notice shall be given to the Supervisor(s) ten (10) consecutive working days prior to implementation.

The signed roster, for regular part-time employees, will be utilized after the six (6) week schedule has been posted. Shifts will be offered to regular part-time employees on the daily roster, based on seniority.

A separate casual call-in list (sorted by seniority) will be utilized when no regular part-time employees are available to perform the work to be done. Casual employees will be called on a rotation basis by seniority until the shifts are filled.

- (g) When a part-time employee is scheduled to replace a full-time employee, the part-time employee will be scheduled for the same shift that the full-time employee had originally been scheduled for.

15.02 (a) **Rest Periods (Applicable to full-time employees only)**

The Employer will schedule one fifteen (15) minute rest period for each full scheduled half shift.

(b) **Rest Periods (Applicable to part-time employees only)**

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

15.03 **Additional Rest Periods**

When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

ARTICLE 16 - PREMIUM PAYMENT

16.01 **Definition of Regular Straight Time Rate of Pay**

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

16.02 **Definition of Overtime**

When an employee works in excess of seventy-five (75) hours in a two (2) week period including sick time, statutory holidays and vacations, or works in excess of seven and one-half (7½) hours in one (1) day, at the request and approval of the department in which they are employed, they shall be paid for such excess hours at time and one-half (1½).

Part-time employees who work over seventy-five (75) hours in a two (2) week pay period shall receive overtime for all hours worked in that pay period in excess of seventy-five (75) hours.

16.03 **Overtime Premium and No Pyramiding**

The overtime rate shall be time and one-half (1½) the employee's straight-time hourly rate. (Note: this clause is subject to the application of superior conditions).

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid. In those instances where the duplicate premiums may apply, the greater of the premium payments only will apply.

16.04 **Time Off in Lieu of Overtime**

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within one hundred and twenty (120) calendar days. An eCIMS message or organizational email will be sent to any employee in excess of the one hundred and twenty (120) calendar days advising them that this time will be paid out.

16.05 **Reporting Pay**

Regular part-time employees who report for any scheduled shift to find work is not available due to conditions beyond the control of the Employer will be guaranteed and paid a minimum of four (4) hours of work. The reporting allowance outlined as herein, shall not apply whenever an employee has received at least twelve (12) hours prior notice* not to report to work.

In the event of weather days or conditions beyond the control of the Employer, casual and regular part-time employees reporting to work will be released in the following order until the Employer reaches a complement maintaining the Standards of Care Policy:

- (i) "Call-in" casual employees will be released first, based on reverse order of seniority.
- (ii) "Call-in" regular part-time employees will be released second, based on reverse seniority.

16.05 Continued

- (iii) Regular scheduled part-time employees will be released, if required, based upon reverse seniority.

In the event of a severe weather day, where total closure of Community Services occurs, regular part-time and casual employees shall be given two (2) hours' notice* not to report to work, or if notice is not provided, then employee shall be paid for four (4) hours of work.

- * Notice is considered to be a telephone call and a message left, if possible. However, in the unlikely event no contact is able to be made with an employee, the Employer will not be required to pay the reporting pay.

16.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings.

16.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 17.06 above and works during the period of standby.

16.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be paid for all hours worked the rate in the higher salary range immediately above their current rate from the commencement of the shift on which they were assigned the job.

Where an Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one (1) shift, the employee shall receive the rate of pay for that position for each shift, or partial shift, from the time of the assignment.

16.09 Shift and Weekend Premium

Employees shall be paid a shift premium of ninety cents (\$0.90) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same ninety cents (\$0.90) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 17 - HOLIDAYS

17.01 Number of Holidays

There shall be twelve (12) holidays as follows:

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

If another Bargaining Unit or Non-Union Employees of the Employer receives an additional holiday, bringing the number of holidays over twelve (12), CUPE employees will be entitled to the same number.

If an employee wishes to observe significant holy days of their faith they may designate in writing by November 1, to the supervisor, up to two (2) alternate statutory holidays, in lieu of Good Friday, and/or Christmas Day, which are observed as significant in the employee's faith. If an employee designates such days, the overtime and other provisions which normally apply to Statutory Holidays will not apply to Good Friday and/or Christmas Day for that employee, but will apply to the days assigned.

The Parties hereto recognize that the Employer must extend daily service to residents/clients and it is therefore necessary to retain a portion of the employees to work on holidays.

17.02 Definition of Holiday Pay and Qualifiers (Applicable to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out Article 17.01 or to qualify for a lieu day an employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out Article 17.01 and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

17.03 (a) **Payment for Working on a Holiday (Applicable to full-time employees only)**

If an employee is required to work on any of the holidays as set out in Article 17.01 the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 17.04. In addition, if the employee qualifies in accordance with Article 17.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

(b) **Payment for Working on a Holiday (Applicable to part-time employees only)**

If an employee is required to work on any of the holidays set out in Article 17.01 the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday.

17.04 **Payment for Working Overtime on a Holiday**

Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

ARTICLE 18 - VACATIONS

18.01 (a) **Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment (Applicable to full-time employees only)**

An employee who has completed one (1) year but less than three (3) years of continuous service shall be entitled to three (3) weeks' annual vacation, with pay. (Retroactive to April 1, 2003).

An employee who has completed three (3) years but less than twelve (12) years of continuous service shall be entitled to four (4) weeks' annual vacation, with pay.

An employee who has completed twelve (12) years but less than twenty (20) years of continuous service shall be entitled to five (5) weeks' annual vacation, with pay.

An employee who has completed twenty (20) years of continuous service shall be entitled to six (6) weeks' annual vacation, with pay.

An employee who has completed twenty-five (25) years of continuous service shall receive a one-time vacation bonus of one (1) additional week in recognition of long service.

An employee who has completed thirty (30) years of continuous service shall be entitled to seven (7) weeks annual vacation with pay.

18.01 (a) Continued

An employee who has completed thirty (30) years of continuous service shall receive a one-time vacation bonus of one (1) additional week in recognition of long service.

An employee who has completed thirty (35) years of continuous service shall receive a one-time vacation bonus of one (1) additional week in recognition of long service.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 10.04, Effect of Absence.

Note: Employees shall have their vacation entitlement recalculated to include service with CUPE and OPSEU bargaining units at Ongwanada. Any new vacation entitlement shall be effective April 1, 2005.

(b) **Part-Time Entitlement, Qualifiers and Calculation of Payment**
(Applicable to part-time employees only)

Vacation payment based on total time worked will be made to each employee which will include statutory holidays and vacation but not overtime. Vacation will be paid as follows:

six percent (6%) after one (1) year; (effective April 1, 2003)
eight percent (8%) after three (3) years;
ten percent (10%) after twelve (12) years;
twelve percent (12%) after twenty (20) years.

Progression on Vacation Schedule

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each one thousand seven hundred and twenty-five (1,725) hours worked. It is agreed that part-time employees shall be permitted to use service in the employ of Ongwanada from different positions in both the CUPE and OPSEU bargaining units to determine the above-noted calculation. Any such entitlement shall be effective April 1, 2005.

18.02 **Work During Vacation**

Should an employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.

18.03 Illness During Vacation (Applicable to full-time employees only)

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days. The Employer has the right to request an acceptable medical certificate.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

18.04 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.04.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

18.05 Vacation Schedules

The Employer will post a vacation planner in all work locations by January 5th of each year for employees to indicate in writing their vacation request for the period of May 1st until October 31st of that year. Employees shall be given preference as to the selection of their vacations based on their seniority.

The Employer will post a second vacation planner in all work locations by May 5th of each year for employees to indicate in writing their vacation requests for the period November 1st of the current year until April 30th of the following year. Employees shall be given preference as to the selection of their vacations based on their seniority.

Employees must indicate their vacation request in writing on the vacation planner by February 5th and June 5th respectively.

The Employer will post the approved vacation schedule by March 1st and July 1st respectively in all work locations. The approved vacation schedule shall not be changed unless agreed to between the employee and the employer.

Employees submitting requests after February 5th for May 1st to October 31st, and after June 5th for November 1st to April 30th, will have their requests considered on a first come, first served basis. Seniority will not be a factor in granting these requests.

Vacation requests received after the approved vacation schedule is posted (March 1st, July 1st), will be responded to by the employer within seven (7) calendar days from the date of receipt of such request.

18.05 Continued

It is understood and agreed that the Employer will give every consideration as to the preference of time at which employees wish to take their vacations, but, of necessity, the Employer must reserve the final decision as to the scheduling of vacations. Employees shall be given preference as to the selection of their vacations based on their seniority.

Employees who work in a programme that is less than fifty-two (52) consecutive weeks shall be permitted to add accrued vacation to either end of their term of employment.

An employee must give a minimum of ten (10) days' notice to cancel approved vacation if their shift(s) has been replaced.

18.06 Vacation Credits

Vacation credits will be pro-rated on the number of paid hours of employment per month. An employee may accumulate vacation credits to a maximum of one and a half (1 ½) their annual accrual and may, under special circumstances and with approval from their department head, accumulate vacation credits to a maximum of twice their annual accrual. An eCIMS message or organizational email will be sent to an employee in excess of their maximum entitlement advising them of such. An employee who accumulates beyond these limits will meet with their supervisor to schedule mandatory vacation. The Employer has the right to pay out vacation overages by March 31st of each fiscal year.

ARTICLE 19 - HEALTH & WELFARE

19.01 Insured Benefits (Applicable to full-time employees only)

- (a) The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements: 19.01 (a) Continued

The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

- (b) The Employer agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier, providing the balance of monthly premiums is paid by the employee through payroll deductions.

It is understood that coverage for massage therapy and chiropractic services shall be covered to a maximum of one thousand, five hundred dollars (\$1,500.00) per year for each person covered by the benefit plan.

19.01 Continued

Coverage for: Vaccines, i.e., Shingles, Hepatitis B, Twinrix, HPV

For drug coverage, effective May 1, 2002, the Parties agree to a co-insurance of eighty percent (80%) Employer / twenty percent (20%) employee for all prescribed drugs purchased at retail pharmacies. All prescriptions obtained through Ongwanada pharmacy will be at no cost to the employees. Furthermore, no deductibles shall apply to employee prescription drugs. If the Employer ceases to provide Pharmacy Services, and the 80/20 co-insurance on drugs, the parties will revert to the previous plan and deductibles (fifteen dollars (\$15.00) single; twenty-five dollars (\$25.00) family per calendar year). All other health expenses will remain at one hundred percent (100%) and there will be no co-insurance for all employees working on a full-time basis after the completion of three (3) months of continuous employment

Vision care/Hearing Aids: A maximum five hundred dollars (\$500.00) every two years, estimate – number of full-time staff x \$100 x 25% annual utilization, for vision care and a maximum seven hundred and fifty dollars (\$750.00) hearing aide allowance every thirty-six (36) months after three (3) months of continuous employment.

Foot Orthoses to a maximum of five hundred dollars (\$500.00) every two (2) years. Orthopedic shoes to a maximum of four hundred dollars (\$400.00) every two years.

- (c) The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the group life insurance plan currently in effect. Effective April 1, 2006 life insurance shall be three times (3X) annual salary or wages.
- (d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Effective April 3, 2002, coverage for dentures, crowns and bridgework is up to a maximum of \$1,500.00 on a fifty/fifty (50/50) co-insurance basis and regular check-up visits are covered every six (6) months.

Orthodontic coverage for each insured child between six (6) and eighteen (18) years of age providing to a fifty percent (50%) co-insurance and four thousand dollars (\$4,000.00) lifetime maximum per insured child if the requirements of the insurance company are met.

- (e) The parties agree that Day Program employees who are working full-time during the forty-two (42) weeks of the school year will be eligible for insured benefits as per Article 20.01 - Insured Benefits.

19.01 Continued

- (f) All permanent full time employees who retire to the Employer's pension plan prior to the age of sixty-five (65) shall be provided semi-private, extended health care and dental benefits equivalent to active employees on the basis that the Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees. Effective April 1, 2006, employees retiring before the age of sixty-five (65) are eligible for life insurance for one times (1X) the employee's annual wages at the time of retirement. Retired employees that have reached the age of sixty-five (65) shall be eligible for a ten thousand dollar (\$10,000.00) life insurance benefit.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

Employees hired after June 30th, 2016 shall require a minimum of ten (10) years of service in order to access this retiree benefit.

- (g) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

19.02 **Change of Carrier (Applicable to full-time employees only)**

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

Employees can opt to work past the age of sixty-five (65). The employer may offer casual employment to an employee who has notified the employer in writing of their intent to retire, of their wish to retain a casual position and who demonstrate the ability to fulfill the physical requirements of the position. Such offers of casual employment will be confirmed with the retiring employee within one (1) month of their retirement date, after which the Employee will have forty-eight (48) hours to rescind the notice of retirement, if so desired. It is understood that employees who accept this offer will commence their casual employment at their step on the wage grid on the date of their retirement; however, all seniority and service accrued will be terminated.

19.03 (a) **Pension (Applicable to full-time employees only)**

All present employees enrolled in the Employer's pension plan shall maintain their enrolment in the plan subject to its terms and conditions effective December 31, 2001. All new full-time employees are automatically enrolled in the Employer's pension plan upon their first day of hire. Part-time employees have the opportunity to join the pension plan pursuant to the plan.

19.03 Continued

- (b) Employees can opt to work past the age of sixty-five (65). The employer may offer casual employment to an employee who has notified the employer in writing of their intent to retire, of their wish to retain a casual position and who demonstrate the ability to fulfill the physical requirements of the position. Such offers of casual employment will be confirmed with the retiring employee within one (1) month of their retirement date, after which the Employee will have forty-eight (48) hours to rescind the notice of retirement, if so desired. It is understood that employees who accept this offer will commence their casual employment at their step on the wage grid on the date of their retirement; however, all seniority and service accrued will be terminated.

- (c) **Retirement Allowance**

Prior to issuing notice of lay-off pursuant to Article 10.08 (a) (ii) in any classification(s), the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 10.08 (a) (ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks' salary. and, in addition, full-time employees shall receive a single lump-sum payment equivalent to-one thousand dollars (\$1,000.00) for each year less than age sixty-five (65) to a maximum of five thousand dollars (\$5,000.00) upon retirement.

19.04 **Benefits for Part-Time Employees (Applicable to part-time employees only)**

- (a) A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to seventeen percent (17%) of their regular straight time hourly rate for all straight time hours paid.

When a part-time employee successfully posts to a temporary fulltime position, they will maintain receipt of the above in lieu benefit for up to the first ninety (90) consecutive calendar days in the position. If the temporary fulltime position is longer than ninety (90) consecutive calendar days, the part-time employee will participate in the benefits plans listed under Article 19.01 and not receive the above in lieu benefit.

- (b) Part-time employees who become full-time shall be credited for their part-time seniority for eligibility in the Sick Leave Plan.

19.04 Continued

The amount of sick leave pay will be determined by the length of service with the Employer according to the following:

- At least 3 months - 66-2/3 of earnings
- At least 1 year - 70% of earnings
- At least 2 years - 80% of earnings
- At least 3 years - 90% of earnings
- At least 4 years - 100% of earnings

ARTICLE 20 - HEALTH & SAFETY

20.01 Protective Footwear/Supplying of Tools and Uniforms

The Employer will require employees performing the following functions to wear appropriate safety footwear:

- (a) Maintenance
- (b) Grounds
- (c) Housekeeping, food wagons, and other classifications as determined by the Joint Health and Safety Committee.

The safety footwear shall have a maximum limit of two hundred and twenty-five dollars (\$225.00) per pair. All housekeeping and maintenance employees regularly assigned snow removal duties, shall also be provided with one pair of winter safety boots every three years (3) at a maximum of two hundred and twenty-five dollars (\$225.00)

The Employer shall supply all tools it deems necessary for the performance of the job.

The Employer will provide the following safety shoe/boot and uniform requirements for staff as outlined below:

ITEM	QUANTITY	FREQUENCY
Housekeeping & Maintenance Staff-Full-time/Part-time		
Safety shoes/boots	1	Annual
Pants	5	Annual
Shirts	5	Annual
Winter Coat	1	Bi-annual
Winter/work gloves	1	Annual
Balaclava	1	Annual
Housekeeping & Maintenance Staff-Casual		
Safety shoes/boots	1	Upon hire and as required to a maximum of one for every 3900 hours worked
Pants	2	Annual
Shirts	2	Annual

20.01 Continued

Winter Coat	1	Upon hire and as required to a maximum of one for every 3900 hours worked
Winter gloves	1	Bi-annual
Program Facilitators-Full-time/Part-time		
Bathing suit	2	As required (max 2/year)
Splash pants	1	Every 2 years
Winter coats & boots	1 each	Every 2 years
Track suit or Wrap around	1	Every (2) years
Pool Shoes	1	Annual
Program Facilitator-Casual		
Bathing suit	2	As required (max 2 every two years)
Splash pants	1	As required (max 1 every two years)
Winter coats & boots*	1 each	As required (max 1 every four years)
Track suit or Wrap around	1	As required (max 1 every two years)
Pool Shoes	1	As required (max 1 every two years)
Hydrotherapy Facilitator-Full-time		
Bathing suit	3	As required (max 3/year)
Tracksuit/wrap around	2 total	As required (max 2/year)
Pool shoes	2	Annual
Hydrotherapy Facilitator-Casual		
Bathing suit	2	As required (max 2 every two years)
Tracksuit/wrap around	1	As required (max 1 every two years)
Pool shoes	1	Every 2 years

Employees will be given the opportunity to select clothing appropriate to their position and gender from a selection of clothing identified by the employer from a supplier(s) of the employer's choosing. The parties agree that the supplier and clothing shall be reviewed annually at the Employer Relations Committee meetings.

Such clothing as approved and provided by the employer must be worn during shifts.

**Winter coat and boots will be supplied for new employees to the bargaining unit after 120 hours.*

Should an employee be employed in more than one classification, clothing/footwear for casual and part-time staff will be allocated from the more generous of the classifications.

20.02 Health and Safety Committee

- (a) Ongwanada and the Union agree that they mutually desire to maintain standards of the safety and health in Ongwanada in order to prevent accidents, injury and illness. As such, Ongwanada shall comply with all requirements of the Occupational Health and Safety Act as modified from time-to-time.

20.02 Continued

- (b) **Ongwanada and the Union recognize their joint responsibility to provide a Joint Occupational Health & Safety Program. Therefore, Ongwanada and the Union agree that a Joint Occupational Health and Safety Committee will be maintained with equal representation from workers and management. At least one (1) representative will be selected or appointed by the Union from amongst bargaining unit employees.**

The mandate of the JHSC shall be limited to employee occupational health and safety matters.

The Parties further agree that the composition, operation, structure and terms of the Committee shall be jointly agreed upon by all Parties and shall be in compliance with legislation.

- (c) **Such Committee shall identify potential dangers, risks and hazards, institute means of improving health and safety programs and recommend action to be taken to improve conditions related to safety and health, including psychological safety, harassment and violence. Hazard/risk assessments must address the risks and conditions specific to the worker's workplace or site and will occur as often as necessary to protect workers.**
- (d) **Ongwanada agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Employer will provide the Committee with accident reports, health and safety records and other pertinent information as required according to the Occupational Health & Safety Act and the Ministry of Labour.**
- (e) **Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.**
- (f) **Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be worktime for which the representative(s) shall be paid by Ongwanada at their regular or premium rate as may be applicable.**
- (g) **The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.**
- (h) **Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 13.06.**
- (i) **Where Ongwanada identifies high risk areas where employees are exposed to Hepatitis B, Ongwanada will provide, at no cost to the employees, a Hepatitis B vaccine.**

20.02 Continued

- (j) All members of the JHSC shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions. This training shall be undertaken prior to acting on the Committee, or shortly thereafter, as determined by the JHSC.
- (k) The certified worker shall be trained at the Employer's expense and shall be Reimbursed for time spend in training to a maximum of their regularly scheduled hours.

One (1) Health and Safety representative from CUPE Local 29 will be a certified worker as defined under the Occupational Health and Safety Act. This certified worker will serve a two (2) year term from the date the training commences. If the certified worker leaves the Committee prior to the completion of the two (2) year term, CUPE Local 29 will be responsible for paying for training a new certified worker for the Committee.

20.03 The Employer and the Union are committed to developing and maintaining a safe and healthy work environment that safeguards the health and safety of its employees. It is mutually agreed that a Return to Work Program is an integral and important element in providing a safe and healthy work environment for all employees.

The Employer agrees that it will comply with all applicable provisions of the Occupational Health and Safety Act of Ontario, and all amendments thereto up to the date of the Agreement. The Employer agrees that it will comply with the "Duty to Accommodate" under the Human Rights Code as amended from time to time.

20.04 Notice

- (a) When a critical incident occurs, the Employer shall provide notifications as required under the Occupational Health & Safety Act and the Ministry of Labour.
- (b) The information provided by the Employer under a) shall be kept confidential.
- (c) Critical incident stress debriefing and post traumatic counselling shall be available for any employee who has experienced or witnessed any incident of workplace violence.

20.05 Violence in the Workplace

Violence means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk of injury.

The Employer, the Employees and the Union recognize their joint obligation to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behavior. and;
- Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

ARTICLE 21 - COMPENSATION

21.01 (a) Job Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the Parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The Parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of their position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

(b) Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the Union of the rate of pay pursuant to Article 21.01 (a) above.

21.01 Continued

When changes are made to existing bargaining unit job descriptions, the Employer shall notify the Union of such changes prior to sending the changes to the Employee.

21.02 **Assignment of Duties From Another Classification**

Where the Employer revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Employer of such limitation.

In the event an employee presently occupying a position which is revised in accordance with this Article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel.

There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

21.03 **Promotion to a Higher Classification**

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one (1) step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).

21.04 **Wages and Classification Premiums**

Wages Policies

The said rates of pay in Appendix H apply to the hourly, and annual rate. Employees in the bargaining unit shall, however, be paid every two (2) weeks.

Pay will be calculated on a five (5) day week basis and days off or overtime shall be calculated accordingly.

21.05 **Progression on the Wage Grid (Applicable to part-time employees only)**

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one (1) year for each one thousand seven hundred and twenty-five (1,725) hours worked and for six (6) months, eight hundred and sixty-three (863) hours.

ARTICLE 22 - EMPLOYER OPERATING PLAN

- 22.01 (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Employer in minimizing lay-offs, or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Employer experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Board of Governors, the Employer agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Employer agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the Employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Employer at his or her regular or premium rate as may be applicable.

ARTICLE 23 - TRANSPORTATION

- 23.01 Effective date of ratification, employees who drive their own vehicles will be reimbursed for kilometers travelled at fifty-one (.51) cents per kilometer.

ARTICLE 24 - SPECIAL AND COMPASSIONATE LEAVE

24.01 **(Applicable to full-time employees only)**

Special or compassionate leave with pay for up to twenty-four (24) hours in a calendar year shall be granted to full-time employees in cases of family illness or other emergencies. Special and compassionate leave will be taken on the basis of a three (3) hour minimum leave when requested in advance and replacement is made, with the exception of use for medical appointments. For emergencies occurring during an employee's shift they may be excused as soon as possible for the time required. Twelve (12) of these hours of special and compassionate leave may be carried over to the next year.

Part-time staff get one hundred percent (100%) pay for compassionate hours.

24.02 **(Applicable to part-time employees only)**

Special or compassionate leave with pay at fifty percent (50%) of the regular rate of pay plus percentage in lieu of benefits for up to twenty-four (24) hours, for shifts that have been scheduled for at least seventy-two (72) hours, per calendar year shall be granted to part-time employees in cases of family illness or other emergencies. Special and compassionate leave will be taken on the basis of a three (3) hour minimum leave when requested in advance and replacement is made. For emergencies occurring during an employee's shift they may be excused as soon as possible for the time required. Twelve (12) of these special and compassionate leave hours will count towards a part-time employee's total hours and may be carried over to the next calendar year.

24.03 Casual employees may utilize unpaid special or compassionate leave.

ARTICLE 25 - CORE COMPETENCIES

25.01 Core Competencies shall not form the basis of any disciplinary action, including but not limited to warnings, suspension, promotion denial, demotion or transfer denial, by the employer.

ARTICLE 26 - GENERAL PROVISIONS

26.01 The Employer shall provide Bulletin Board space exclusively for the use of CUPE Local 29.

All correspondence between the Parties arising out this Agreement or incidental thereto shall pass to and from the Recording Secretary of CUPE Local 29 and the National Representative and the Department Head and a copy to Human Resources with a copy to the Recording Secretary of CUPE Local 29.

The Employer shall advise the Union, in writing, the names of its supervisory staff. Whenever a change is made, the Union will be so notified.

It is agreed that if the Union requests the presence of the National Representative of the Union they will be allowed to attend any meetings covered under Article 8 at Step 2.

The Union shall be notified of all hirings, lay-offs, transfers, recalls, promotions, and terminations of employment within the bargaining unit.

The Union shall be notified of all letters of discipline sent to employees, with a copy sent to the National Representative of the Canadian Union of Public Employees.

The Employer shall deduct from every employee any monthly dues levied in accordance with the Union constitution and/or by -laws and owing by her/him to the Union.

26.01 Continued

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

The cost of printing this Collective Agreement shall be shared equally between the Employer and the Union.

- (a) The Parties agree that all benefit plans provided for in this Collective Agreement shall define the term "spouse" to include a person who:
 - (i) is married to an employee; or
 - (ii) if not married to an employee, cohabits with an employee in a common-law or same sex relationship.
- (b) This definition shall determine the definition of all other familiar relationships referred to in the Collective Agreement.
- (c) Employees who terminate without having given proper notice of termination and any employee who is discharged will receive termination pay in accordance with the Employment Standards Act.
- (d) The Employer agrees to allow the Union to utilize internal mail, e-mail and voice mail in order to notify members of union meetings. The Union agrees to be responsible in the use of these resources and abide by the employers policy on the appropriate use of these resources.
- (e) The Employer will pay 75% of the premium costs to continue health and dental coverage for employees approved for long term disability benefits, until age 65 years.

ARTICLE 27 - DURATION

27.01 **Term**

This Agreement shall be binding and continue in effect and shall continue from year to year unless either Party gives written notice to the other Party of its desire to bargain for amendments within ninety (90) days prior to the termination date of March 31, 2027. Upon receipt of such notice by one Party or the other, both Parties will meet thereafter for the purpose of bargaining.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

She Pierce

Lori Johnson

FOR THE UNION:

sb:cope491 November 8, 2024

APPENDIX 'A' – WAGES

**FULL-TIME/PART-TIME CUPE EMPLOYEES
2% increase effective April 1, 2024**

<u>ACTIVE CLASSIFICATION GROUPS</u>		START	AFTER SIX MONTHS	1 YEAR
			\$3.00	
<u>Group 1 (a)</u> Customer Service Assistant (FT work 30 hrs./wk) (Annual shown is based on 37.5 hrs.)	Hourly (37.5) Salary	\$26.73 \$52,118.12	\$26.96 \$52,577.58	\$27.31 \$53,261.79
<u>Group 3</u> Cleaner	Hourly (37.5) Salary	\$26.71 \$52,078.34	\$27.01 52,665.09	\$27.31 53,257.82
<u>Group 4</u> Program Facilitator (FT works 32.30 hrs./wk./43 wks/yr.) (The annual shown is based on 52/wks/yr.)	Hourly (37.5) Salary	\$27.76 \$54,127.01	\$28.06 \$54,725.70	\$28.37 \$55,322.40
<u>Group 6 (a)</u> Custodian	Hourly (37.5) Salary	\$27.74 \$54,091.21	\$28.03 \$54,664.04	\$28.34 \$55,266.71
<u>Group 8</u> Handyperson	Hourly (37.5) Salary	\$28.77 \$56,098.11	\$29.07 \$56,688.84	\$29.37 \$57,267.64
<u>Group 8 (A)</u> Hydrotherapy Facilitator Eff. Aug. 6/09 (FT works 46 wks/year) (Annual shown is based on 52 wks.)	Hourly (35) Salary	\$29.10 \$56,746.52	\$29.40 \$57,335.27	\$29.70 \$57,920.03
<u>Group 10</u> Repairperson	Hourly (37.5) Salary	\$29.73 \$57,975.72	\$30.03 \$58,562.48	\$30.33 \$59,145.26
<u>Group 11</u> Painter	Hourly (37.5) Salary	\$30.28 \$59,049.78	\$30.59 \$59,654.44	\$30.89 \$60,235.23
<u>Group 12</u> Maintenance Mechanic Carpenter	Hourly (37.5) Salary	\$30.86 \$60,175.56	\$31.15 \$60,748.39	\$31.43 \$61,297.35
<u>Group 13</u> Plumber Electrician	Hourly (37.5) Salary	\$32.11 \$62,610.09	\$32.47 \$63,314.20	\$32.79 \$63,946.70

FULL-TIME/PART-TIME CUPE EMPLOYEES
2% increase effective April 1, 2024

<u>INACTIVE CLASSIFICATION GROUPS</u>		START	AFTER SIX MONTHS \$3.00	1 YEAR
Group 1	Hourly (37.5)		\$18.51	
Dryperson	Salary			
Group 2	Hourly (37.5)	\$22.65	\$25.35	\$25.65
Labourer	Salary	\$44,762.18	\$49,423.02	\$50,019.72
Group 3	Hourly (37.5)	\$24.01	\$26.71	\$27.01
Nurse Assistant CI/RD Dev. Care Assistant Communication Assistant	Salary	\$47,407.78	\$52,078.34	\$52,665.09
Group 4	Hourly (37.5)	\$24.38	\$27.07	\$27.38
Stores Assistant *Social Recreation Assistant * Reclassified Aug.6/09 to Hydrotherapy Facilitator Grp. 8A	Salary	\$48,133.22	\$52,786.42	\$53,383.12
Group 5	Hourly (37.5)	\$24.91	\$27.61	\$27.91
Biofeedback Therapist Special Needs Lead Hand RNA Social Recreation Activist	Salary	\$49,157.86	\$53,846.56	\$54,419.39
Group 6	Hourly (37.5)	\$25.30	\$27.71	\$28.02
N/A	Salary	\$49,342.30	\$54,035.51	\$54,636.19
Group 7	Hourly (37.5)	\$25.61	\$28.01	\$28.30
N/A	Salary	\$49,932.48	\$54,614.31	\$55,193.11
Group 9	Hourly (37.5)	\$27.41	\$29.51	\$30.03
Recreation Instructor Social Recreation Therapist	Salary	\$53,944.93	\$57,544.11	\$58,554.52
Group 10	Hourly (37.5)	\$27.33	\$29.73	\$30.03
Storeskeeper Repairperson/Painter	Salary	\$53,295.33	\$57,975.72	\$58,562.48
Enhanced Program Facilitator (FT works 32.30 hrs/wk./43 wks/year) (Annual shown is based on 52 wks.yr)	Hourly (32.5) Salary	\$32.10 \$66,767.16	\$34.10 \$66,494.61	\$34.67 \$67,608.45

FULL-TIME/PART-TIME CUPE EMPLOYEES
2% increase effective April 1, 2025

ACTIVE CLASSIFICATION GROUPS		START	AFTER SIX MONTHS	1 YEAR
<u>Group 1 (a)</u> Customer Service Assistant (FT work 30 hrs./wk) (Annual shown is based on 37.5 hrs.)	Hourly (37.5) Salary	\$27.26 \$3,160.48	\$27.50 \$3,629.13	\$27.86 \$4,327.03
<u>Group 3</u> Cleaner	Hourly (37.5) Salary	\$27.24 \$3,119.90	\$27.55 \$3,718.39	\$27.86 \$4,322.97
<u>Group 4</u> Program Facilitator (FT works 32.30 hrs./wk./43 wks/yr.) (The annual shown is based on 52/wks/yr.)	Hourly (37.5) Salary	\$28.31 \$55,209.55	\$28.63 \$55,820.21	\$28.94 \$56,428.84
<u>Group 6 (a)</u> Custodian	Hourly (37.5) Salary	\$28.29 \$55,173.03	\$28.59 \$55,757.32	\$28.91 \$56,372.04
<u>Group 8</u> Handyperson	Hourly (37.5) Salary	\$29.34 \$57,220.07	\$29.65 \$57,822.62	\$29.96 \$58,412.99
<u>Group 8 (A)</u> Hydrotherapy Facilitator Eff. Aug. 6/09 (FT works 46 wks/year) (Annual shown is based on 52 wks.)	Hourly (35) Salary	\$29.68 \$57,881.45	\$29.99 \$58,481.97	\$30.30 \$59,078.43
<u>Group 10</u> Repairperson	Hourly (37.5) Salary	\$30.33 \$59,135.24	\$30.63 \$59,733.73	\$30.94 \$60,328.16
<u>Group 11</u> Painter	Hourly (37.5) Salary	\$30.89 \$60,230.78	\$31.20 \$60,847.53	\$31.51 \$61,439.93
<u>Group 12</u> Maintenance Mechanic Carpenter	Hourly (37.5) Salary	\$31.48 \$61,379.07	\$31.78 \$61,963.36	\$32.06 \$62,523.30
<u>Group 13</u> Plumber Electrician	Hourly (37.5) Salary	\$32.75 \$63,862.29	\$33.12 \$64,580.48	\$33.45 \$65,225.64

**FULL-TIME/PART-TIME CUPE EMPLOYEES
2% increase effective April 1, 2025**

<u>INACTIVE CLASSIFICATION GROUPS</u>		START	AFTER SIX MONTHS	1 YEAR
Group 1 Dryperson	Hourly (37.5) Salary		\$18.88	
Group 2 Labourer	Hourly (37.5) Salary	\$23.10 \$45,053.12	\$25.85 \$50,411.48	\$26.16 \$51,020.12
Group 3 Nurse Assistant CI/RD Dev. Care Assistant Communication Assistant	Hourly (37.5) Salary	\$24.49 \$47,751.39	\$27.24 \$53,119.90	\$27.55 \$53,718.39
Group 4 Stores Assistant *Social Recreation Assistant * Reclassified Aug.6/09 to Hydrotherapy Facilitator Grp. 8A	Hourly (37.5) Salary	\$24.86 \$48,483.78	\$27.61 \$53,842.15	\$27.92 \$54,450.78
Group 5 Biofeedback Therapist Special Needs Lead Hand RNA Social Recreation Activist	Hourly (37.5) Salary	\$25.41 \$49,540.78	\$28.17 \$54,923.49	\$28.47 \$55,507.78
Group 6 N/A	Hourly (37.5) Salary	\$25.81 \$50,329.97	\$28.26 \$55,116.22	\$28.58 \$55,728.92
Group 7 N/A	Hourly (37.5) Salary	\$26.12 \$50,930.49	\$28.57 \$55,706.60	\$28.87 \$56,296.97
Group 9 Recreation Instructor Social Recreation Therapist	Hourly (37.5) Salary	\$27.96 \$54,513.32	\$30.10 \$58,694.99	\$30.63 \$59,725.61
Group 10 Storeskeeper Repairperson/Painter	Hourly (37.5) Salary	\$27.88 \$54,361.16	\$30.33 \$59,135.24	\$30.63 \$59,733.73
Enhanced Program Facilitator (FT works 32.30 hrs/wk./43 wks/year) (Annual shown is based on 52 wks.yr)	Hourly (32.5) Salary	\$32.74 \$63,845.71	\$34.78 \$67,824.50	\$35.36 \$68,960.62

FULL-TIME/PART-TIME CUPE EMPLOYEES
2% increase effective April 1, 2026

<u>ACTIVE CLASSIFICATION GROUPS</u>		START	AFTER SIX MONTHS	1 YEAR
<u>Group 1 (a)</u> Customer Service Assistant (FT work 30 hrs./wk) (Annual shown is based on 37.5 hrs.)	Hourly (37.5) Salary	\$27.81 \$54,223.69	\$28.05 \$54,701.71	\$28.42 \$55,413.57
<u>Group 3</u> Cleaner	Hourly (37.5) Salary	\$27.79 \$54,182.30	\$28.10 \$54,792.76	\$28.42 \$55,409.43
<u>Group 4</u> Program Facilitator (FT works 32.30 hrs./wk./43 wks/yr.) (The annual shown is based on 52/wks/yr.)	Hourly (37.5) Salary	\$28.88 \$56,313.74	\$29.20 \$56,936.62	\$29.52 \$57,557.42
<u>Group 6 (a)</u> Custodian	Hourly (37.5) Salary	\$28.86 \$56,276.49	\$29.17 \$56,872.47	\$29.49 \$57,499.48
<u>Group 8</u> Handyperson	Hourly (37.5) Salary	\$29.93 \$58,364.47	\$30.25 \$58,979.07	\$30.55 \$59,581.25
<u>Group 8 (A)</u> Hydrotherapy Facilitator Eff. Aug. 6/09 (FT works 46 wks/year) (Annual shown is based on 52 wks.)	Hourly (35) Salary	\$30.28 \$59,039.08	\$30.59 \$59,651.61	\$30.90 \$60,260.00
<u>Group 10</u> Repairperson	Hourly (37.5) Salary	\$30.93 \$60,317.94	\$31.25 \$60,928.40	\$31.56 \$61,534.72
<u>Group 11</u> Painter	Hourly (37.5) Salary	\$31.51 \$61,435.39	\$31.83 \$62,064.48	\$32.14 \$62,668.73
<u>Group 12</u> Maintenance Mechanic Carpenter	Hourly (37.5) Salary	\$32.11 \$62,606.65	\$32.41 \$63,202.62	\$32.70 \$63,773.77
<u>Group 13</u> Plumber Electrician	Hourly (37.5) Salary	\$33.40 \$65,139.54	\$33.78 \$65,872.09	\$34.12 \$66,530.15

FULL-TIME/PART-TIME CUPE EMPLOYEES
2% increase effective April 1, 2026

<u>INACTIVE CLASSIFICATION GROUPS</u>		START	AFTER SIX MONTHS	1 YEAR
Group 1	Hourly (37.5)		\$19.26	
Dryperson	Salary			
Group 2	Hourly (37.5)	\$23.57	\$26.37	\$26.69
Labourer	Salary	\$45,954.18	\$51,419.71	\$52,040.52
Group 3	Hourly (37.5)	\$24.98	\$27.79	\$28.10
Nurse Assistant CI/RD Dev. Care Assistant Communication Assistant	Salary	\$48,706.42	\$54,182.30	\$54,792.76
Group 4	Hourly (37.5)	\$25.36	\$28.16	\$28.48
Stores Assistant *Social Recreation Assistant * Reclassified Aug.6/09 to Hydrotherapy Facilitator Grp. 8A	Salary	\$49,453.46	\$54,918.99	\$55,539.80
Group 5	Hourly (37.5)	\$25.91	\$28.73	\$29.03
Biofeedback Therapist Special Needs Lead Hand RNA Social Recreation Activist	Salary	\$50,531.59	\$56,021.96	\$56,617.93
Group 6	Hourly (37.5)	\$26.33	\$28.83	\$29.15
N/A	Salary	\$51,336.57	\$56,218.55	\$56,843.49
Group 7	Hourly (37.5)	\$26.64	\$29.14	\$29.45
N/A	Salary	\$51,949.10	\$56,820.73	\$57,422.91
Group 9	Hourly (37.5)	\$28.51	\$30.70	\$31.24
Recreation Instructor Social Recreation Therapist	Salary	\$55,603.58	\$59,868.89	\$60,920.12
Group 10	Hourly (37.5)	\$28.44	\$30.93	\$31.25
Storeskeeper Repairperson/Painter	Salary	\$55,448.38	\$60,317.94	\$60,928.40
Enhanced Program Facilitator (FT works 32.30 hrs/wk./43 wks/year) (Annual shown is based on 52 wks.yr)	Hourly (32.5) Salary	\$33.40 \$65,122.62	\$35.48 \$69,180.99	\$36.07 \$70,339.83

WAGE ADJUSTMENTS

After the general wage increase, scheduled April 1, 2024, Cleaner, Custodian, Handy person, Repair Person, Painter, Maintenance Mechanic, Carpenter, Plumber, Electrician, Labourer and Repair Person/Painter to receive \$3.00 per hour as other classifications received the wage enhancement. Retroactive to April 1, 2024.

Employer Response it is agreed that the \$3.00 wage enhancement will be permanent in the CUPE wage scale after April 1, 2024.

Signing Bonus

\$1200.00 for any employee classified as Full-Time at the time of ratification.

\$650.00 for any employee classified as Part-Time or Casual who have worked 500 or more hours from April 1, 2023 – March 31, 2024 at the time of ratification.

\$100.00 for any employee classified as Casual who have worked between 100 to 500 hours from April 1, 2023 – March 31, 2024 at the time of ratification.

APPENDIX "B" - UNPAID DAYS

MEMORANDUM OF AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

The parties agree that there shall be no Employer initiated "unpaid days" for bargaining unit employees during the terms of this collective agreement for the date of ratification by the union until the expiration date of March 31, 2024 (save and except seasonal lay-offs and lay-offs greater than seven (7) days.)

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Shan Pierce

Lou Johnson

B. Mullen

[Signature]

FOR THE UNION:

Valdemar

[Signature]

Nicholas [Signature]

[Signature]

APPENDIX "C" – COURTESY TRANSFERS – TEMPORARY APPOINTMENTS

MEMORANDUM OF AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

Without prejudice and without precedent, the Parties agree to the following terms and condition respecting the appointment of employees to temporary assignments:

1. In order to provide a continuity of service, following consultation with the Union, promotion may be made on a temporary basis for any temporary appointment less than three (3) months.
2. The extension of a temporary appointment beyond three (3) months will be by mutual agreement of both Parties.
3. At such time the Employer decides to fill a vacancy, first consideration shall be given to the most senior employee on the classification listing. This listing will be created for each of the classifications in the bargaining unit, based on employee submissions. Employees may submit to Human Resources their resume and cover letter indicating their intent to be placed on a classification listing outside of their own classification. Human Resources will determine if the employee has the ability, skills and qualifications to do the requested job and notify the employee of their acceptance to be placed on a classification listing.
4. Temporary appointments (three (3) months or less) filled by a Courtesy Transfer in the Community Participation Supports (CPS) will not extend beyond the program year (i.e., September – June).
5. This agreement will become null and void following thirty (30) calendar days of written notice by either party to terminate the agreement.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Shawn Pierce

Shoni Johnson

B. Mulligan

[Signature]

FOR THE UNION:

Val Davis

[Signature]

Michele Crawford

[Signature]

APPENDIX "D" – MAINTENANCE VEHICLE USE AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

ONGWANADA PROTOCOL

This established protocol has been developed for Employees of the Maintenance Department to utilize an Ongwanada Maintenance vehicle, which is not to be considered a guarantee, to drive from work to home and from home to work in accordance with the terms and conditions listed below.

I _____, hereby acknowledge my agreement to the following terms and conditions governing the use of Ongwanada vehicle assigned to me during those periods of time outside of normal hours when said vehicle is under my care and responsibility:

1. I agree to assume responsibility for taking all reasonable steps to ensure the security of this vehicle.
2. I agree not to use said vehicle for personal use under any circumstances and am aware that improper use of this vehicle may result minimally in loss of use of vehicle and/or, if more serious, in disciplinary action up to and including termination of employment.
3. I understand that Ongwanada may require the return of said vehicle for other work related purposes and in such instances will provide me with a minimum of 24 hours notice.
4. I understand and agree that I will be responsible for monitoring the maintenance and upkeep of the vehicle and will adhere to the vehicle's preventative maintenance schedule as well as arranging that any other deficiencies in the vehicle are addressed immediately. I further understand and agree that it is my responsibility to make the arrangements for the above.
5. I understand and agree that I must return the vehicle to the compound in the event that I am away from home in excess of three days for reasons of vacation, etc. or am incapacitated due to sickness and/or injury and/or disability in excess of three days. In these instances, I will ensure that the Maintenance Services Coordinator receives the key for the said vehicle.
6. I understand and agree that my shift begins and ends at an Ongwanada work site (ie. travel time to and from home is not paid time).

7. Should there be any issues or concerns arising out of this Memorandum of Agreement, both the Employer and the Union shall mutually agree to meet and discuss the issue. It is further agreed that either of the two parties reserves the right to terminate the Memorandum of Agreement by providing forty-five (45) days written notice.
8. I agree to comply with the terms and conditions of this Agreement. I acknowledge and confirm that I have read and understand the terms and conditions of this agreement.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Shan Peice

Lou Johnson

B. Mullen

[Signature]

FOR THE UNION:

Joe New

[Signature]

Michelle Crawford

[Signature]

APPENDIX "E" – SEVERE WEATHER SHUTDOWNS AT ORC DAY PROGRAM

MEMORANDUM OF AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

The parties agree to the following:

- a) For the purposes of this agreement, a severe weather day shall be defined as the total cancellation of all Ongwanada community residence clients, as per Ongwanada's severe weather policy #05-02-14.
- b) In the event of a severe weather day, regular part-time and casual employees shall be given two (2) hours' notice not to report to work or if notice is not provided, then employees shall be paid for a minimum of four (4) hours work.
- c) Notwithstanding, regular part-time employees scheduled to work on a severe weather day will not be called or sent home from work after having experienced six (6) of these types of days during the program year.
- d) If a severe weather day is called once employees and clients have arrived at Community Participation Supports, employees may request time off as per the collective agreement.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Shan Pierce

Aou Johnson

B. Mullen

[Signature]

FOR THE UNION:

Carl Henry

[Signature]

Michael Coward

[Signature]

APPENDIX "F" – SMOKING CESSATION PRODUCTS

LETTER OF AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

Ongwanada agrees to provide recognized smoking cessation products for all full-time employees to a maximum of three hundred dollars (\$300.00) every twenty-four (24) months, when accessed through the Ongwanada pharmacy.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Shan Peice

Don Johnson

B. Millecrist

[Signature]

FOR THE UNION:

[Signature]

[Signature]

Nichelle Crawford

[Signature]

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APPENDIX "G" – PROVINCIAL STUDIES

LETTER OF UNDERSTANDING

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

The Parties recognize the efforts of Developmental Service Stakeholders (MCSS, Unions and Employers) to address compensation, benefits, base funding issues and health and safety concerns including violence in the workplace, through studies that may result in subsequent reports and recommendations of the Developmental Services Advisory Committee.

The Parties agree that if results flowing from the completion of these studies are released, they will meet through the Employer Relations Committee to review them and any recommendations.

The Parties also recognize the government's commitment to creating a stable workforce within the Developmental Services Sector by improving wages, job security and benefits for front line workers.

Therefore, it is agreed that should proposals that may adversely impact CUPE members be submitted to the Ministry of Community and Social Services under the Employment and Modernization Funding, the Parties will meet through the Employer Relations Committee to discuss any such proposals and/or pilot projects before submitting.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Sh. Pierce

Don Johnson

B. Mullen

[Signature]

FOR THE UNION:

Carl Hurr

[Signature]

Michael Howard

[Signature]

APPENDIX "H" – WAGE RE-OPENER

LETTER OF AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

In the event that MCSS provides the employer with additional funding targeted for salary and/or benefit increases during the life of this collective agreement, that is in addition to the hourly rate increases already negotiated by the parties, the respective members of the parties negotiating committees shall meet to negotiate the implementation of any such salary increases.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Shane Pease

Lou Johnson

B. Millum

[Signature]

FOR THE UNION:

Val Herr

[Signature]

Michelle Crawford

[Signature]

APPENDIX "I" – JOB EVALUATION

LETTER OF AGREEMENT

BETWEEN

ONGWANADA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 29**

The parties agree to meet quarterly at the Employee Relations Committee to discuss and implement a joint job evaluation committee. Once an evaluation tool has been agreed to the parties will enter into a memorandum of agreement for the remainder of the term of this collective agreement.

SIGNED at Kingston, Ontario, this 11th day of November, 2024.

FOR THE EMPLOYER:

Shane Peine

Xoni Johnson

B. Mellaum

[Signature]

FOR THE UNION:

Val Deur

[Signature]

Michael Crawford

[Signature]