

Collective Agreement

between

Rygiel Supports for Community Living
(hereinafter referred to as the "Employer")

Rygiel 

SUPPORTS FOR COMMUNITY LIVING

SUPPORTS POUR L'INTÉGRATION
COMMUNAUTAIRE

and

The Canadian Union of Public Employees,
and its Local 4967
(hereinafter referred to as the "Union")

CUPE·SCFP

For the Period: April 1, 2024 to March 31, 2027

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Article 1 - Purpose

- 1.01** Whereas the purpose of this Agreement is to maintain the existing harmonious relationship and settled conditions of employment between the agency and its employees and provide means for proper disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit all as set forth in this Agreement.

Article 2 - Recognition

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of Rygiel Supports for Community Living in the regional municipality of Hamilton-Wentworth save and except Consultant Occupational Therapist, Secretary to the Human Resources Lead or their delegate, Payroll Clerk, College Placement Students and High School Students on an academic programme, Co-op Students, Supervisors, and those above the rank Supervisor.
- 2.02** The term "employee" or "employees" as used in this Agreement shall mean any persons are included in the above defined bargaining unit.
- 2.03** For the purpose of this Agreement a part-time employee shall be defined as an employee who regularly works less than twenty-four (24) hours per week.
- 2.04** Both parties agree not to discriminate on the basis of an employee's membership or activity in the Union.
- 2.05** The Employer shall not require any employee to make a written or verbal agreement contrary to this Collective Agreement unless approval is given by the Union.
- 2.06** a) Full-time Employee
- A full-time employee is defined as one who is regularly scheduled to work 40 hours per week.
- b) Short Week Employee
- A short week employee is defined as one who is regularly scheduled to work between 24 up to 40 hours per week.
- c) Part-time Employee
- A part-time employee is defined as one who is regularly scheduled to work less than 24 hours per week.

2.07 Legal Indemnity (Legal Liability)

The Employer shall maintain and pay the premiums for liability insurance for indemnification

of legal expenses incurred for litigation arising from the employee's duties for Rygiel Supports for Community Living, and an employees coverage under the same, shall be subject to the terms and conditions of the policy.

Article 3 - Management Rights

- 3.01** The Union recognizes and acknowledges that the management of the agency and direction of the work force are fixed exclusively by the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- a) Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations, Human Resources Policies necessary therefore but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It agreed that prior to altering the present rules and regulations or making new rules and regulations, the Employer will inform the Unit Chairperson of such alteration or changes.
 - b) Hire, discharge, transfer, promote, demote, classify, or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification or claim that an employee who completed their probationary period and has been discharged, suspended or disciplined without a just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - c) Maintain order and efficiency.
 - d) Determine the nature and kind of business conducted by the Employer, the kind and locations of operations, equipment and materials used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailments, or cessation of operations or any part thereof.
- 3.02** The functions of the Employer shall be exercised in a manner consistent with the provisions of this Collective Agreement, and all applicable legislation.

Article 4 - Union Representation

- 4.01** The Employer acknowledges the right of the Union to have a President and a Grievance Officer, in addition to stewards.
- 4.02**
- a) The rights of stewards to leave their work without loss of pay to investigate or adjust grievances in their own department or a steward in another department in the absence of the regular steward is granted on the following conditions:
 - i) The steward shall obtain the permission of their supervisor before leaving their work. Such permission shall not be unreasonably withheld.
 - ii) The time off shall be devoted to the prompt handling of grievances.

iii) If a disciplinary meeting is to be held, the Employer will inform the employee, prior, of their right to have a union steward present during a disciplinary meeting.

4.03 The Union shall notify the Employer in writing of the name of each steward and the name of the President and Grievance Officer before the Employer shall be required to recognize them.

4.04 A Union Bargaining Committee shall be determined by the Union and consist of not more than three (3) members of the Union and up to five (5) provided that the two additional members come from different classifications. The Union will advise the Employer of the union members of the committee.

4.05 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

4.06 In it is understood that the President must be an employee of the Employer.

4.07 The Employer and the Union are jointly committed to re-integrating employees who have suffered a permanent full or partial injury or illness, back into the workplace. The Employer will work with the employee to identify work suitable for that employee returning to work and requiring accommodation.

The Employer and the Union agree that employees who have been off work due to injury, accident or illness resulting in temporary/permanent impairment or disability should be returned to active employment as quickly as possible.

The Employee may notify the Union prior to returning to work on a modified return to work program should they wish Union involvement in any planning meetings. The purpose of the meetings will be to review employment possibilities for these employees and to identify positions to which they could return, as supported by medical documentation.

The Employer shall notify the Union at each Labour Relations meeting of the employees who have returned to work on a modified program.

The Employer agrees to supply the Union President, Recording Secretary and Joint Health and Safety Committee (JHSC) with a copy of the WSIB Employer Report & Accidental Injury or Industrial Disease Form at the same time as the form is sent to the Board in accordance with the *Occupational Health and Safety Act – Accident Notices and Reports under section 51 – 53*.

4.08 The Employer and the Union recognize their respective and joint obligations to provide and maintain a safe and healthy workplace.

Workplace violence policy will be reviewed annually and amended jointly, if possible, by the Labour Relations Committee.

4.09 **Violence in the Workplace**

1. The Employer shall comply with the *Occupational Health and Safety Act (OHSA)* and its Regulations.
2. The Employer and the Union recognize their respective and joint obligations to provide and maintain a safe and healthy workplace.
3. The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence refers to any conduct directed toward a staff member that hurts or causes harm through verbal, physical, sexual and psychological means. Workplace violence involves any incident where an employee is abused, threatened, or assaulted during the course of their employment. This includes, but not limited to the application of force, threats with or without a weapon, and verbal abuse.
4. Where such risk is known to exist, the Employer shall in consultation with the Health and Safety Representative:
 - a) Perform risk assessments and review when necessary.
 - b) Clearly inform employees of the potential for physical violence or verbal abuse.
 - c) Provide training that enables staff to deliver appropriate relevant support and promotes safety to all parties.
 - d) Make available to an employee – immediate defusing, debriefing, medical attention and/or post traumatic counselling to employees who have suffered as a result of workplace violence.
5. When an employee has suffered violence in the workplace, the Employer and the Health and Safety Representative will immediately investigate the situation in accordance with the steps outlined in the Rygiel Accident/Incident (Injury/Illness) Report Policy and/or any other legislated requirements/guidelines.
6. The Employer will provide the Union on a monthly basis and/or at Labour Relations Meetings, a list of all Workplace Violence incidents or as prescribed by the *OHSA* and its regulations.
7. The Employer will maintain a current Workplace Violence Prevention Program Policy which will be reviewed annually and updated/amended jointly by the parties.

Article 5 - Union Security

- 5.01** All employees of the Employer, shall as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home telephone number and, if available, personal e-mail.

The list will also indicate the employee's home location and employment status (such as full-time, part-time, short week), and if the employee is on a leave of absence.

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

- 5.02** Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, no later than the twentieth (20th) day of that month following, accompanied by a list of the names of all employees from whose wage deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 T4 Slips

Union dues deducted from the pay of each employee in the Calendar year will be shown on the employee's T4 Statement of Remuneration paid.

Article 6 - Employer and Union Shall Acquaint Potential Employees

- 6.01** The Employer agrees to inform employees with the fact that a Collective Agreement is in effect and to give a copy of the Collective Agreement and Benefits Handbook to the employee along with the names of the President, Grievance Officer and stewards. The Employer, on a monthly basis, shall forward to the Union a list of new employees.
- 6.02** The Employer agrees that a Local Union Representative will be given the opportunity to be present during the New Employee Orientation Sessions as scheduled by the Employer. Such orientation shall take place on the Employer's premises at a time and location designated by the Employer, shall not exceed fifteen (15) minutes duration and shall be deemed time worked for the Union Representative.

Article 7 - No Strikes, No Lockouts

- 7.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Employer agrees that there will be no lockout. The words "strike" and lockout" shall be defined as in the *Ontario Labour Relations Act* as amended from time to time.

Article 8 - Grievance Procedure

- 8.01** A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

8.02 Step 1

An employee who believes that they have a justifiable grievance, shall so inform their Supervisor within two (2) days of the event giving rise to the grievance or ought to have been aware of the event giving rise to the grievance. The grievance shall be in writing signed by the grievor. The Supervisor shall review the grievance and render a decision in writing within five (5) working days from the date on which the grievance was presented to the Supervisor.

8.03 Step 2

Failing satisfactory settlement at Step 1, the grievance shall be referred to Human Resources by the Union Grievance Committee within five (5) working days following the expiration of the time limits in Step 1. The Human Resources Lead or their delegate shall convene a meeting of the parties to consider the grievance within eight (8) working days of filing the grievance at Step 2. Following such meeting the Human Resources Lead or their delegate shall have eight (8) working days from the date of such meeting to render a decision in writing.

8.04 An employee, who has been suspended, terminated, or notified of their termination may submit a grievance directly to Step 2, in accordance with the provision of Clause 8:03.

8.05 Step 2 grievances must be presented in writing within five (5) working days from the date of incident giving rise to the grievance.

8.06 a) Any grievance instituted by management may be referred in writing to the Union Grievance Committee within five (5) working days of the occurrence of the circumstances giving rise to the grievance. The parties shall meet within five (5) working days thereafter with management to consider the grievance or such time as is mutually agreeable to both parties. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration at any time within ten (10) calendar days thereafter, but not later.

b) A Union policy grievance is defined as an alleged violation of the agreement covering all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve.

Such grievance must be submitted to Human Resources within five (5) working days of the occurrence of the circumstances giving rise to the grievance. The parties shall meet within two (2) working days thereafter with management to consider the grievance or such time as is mutually agreeable to both parties.

If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration at any time within ten (10) calendar days thereafter but not later.

8.07 Whenever an employee receives a written warning, the Employer shall provide particulars to

the employee and the Employer will also note at the bottom of the written warning the following:

"You have the right to discuss this matter with your Union."

8.08 The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand.

8.09 Discharge or Suspension Cases

Notwithstanding anything in this Agreement, no dispute as to the suspension or discharge of an employee who has not completed the probationary period shall be considered under the grievance procedure or otherwise as such suspension or discharge will be in the sole discretion of management and will not constitute a dispute between the parties. This provision does not apply if the dispute involves an alleged breach of the *Human Rights Code*.

8.10 Where there is an allegation of abuse of a person supported, the Employer will inform the Employee(s) prior, of their right to have a Union Steward present during the interview of the Employee(s), when conducting an internal investigation.

8.11 Where the Employer finds it necessary to issue a written disciplinary warning, suspension or discharge to an employee, a copy of such disciplinary action (signed by their supervisor or their delegate), shall be furnished to the employee with a copy delivered to the President of the Local Union.

Article 9 - Arbitration

9.01 a) A request for arbitration must be made within thirty (30) days after receiving the answer at Step 2 and no later.

b) When either party request that a grievance be submitted to arbitration, the request shall be made by electronically addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board or indicating the option of using a sole Arbitrator. Within ten (10) days thereafter, the other party shall answer by electronically indicating the name and address of its appointee to the Arbitration Board or if they are in agreement to using a sole Arbitrator. If an Arbitration Board is being used, the two appointees shall select an impartial chairperson.

9.02 If the recipient of the notice fails to appoint an Arbitrator or if the two nominees fail to agree upon a chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.

9.03 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.04 The written decision of the majority of the Board of Arbitration shall be final and binding

upon the Employer, the Union and the employee. In the event there is no majority decision, the decision of the chairperson shall be the decision of the Board.

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

9.06 Expenses of the Board

Each party shall pay:

1. The fees and expenses of the Nominee it appoints.
2. One-half (1/2) of the fees and expenses of the chairperson.

9.07 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual written consent of the parties.

9.08 For the purpose of this Agreement the words "working days" shall not include Saturdays, Sundays, or paid statutory holidays.

Article 10 - Seniority

10.01 Seniority is defined as the length of service in the bargaining unit and shall include service in the bargaining unit with the Employer.

Subject to Article 11 seniority shall be used in determining preference for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in the other provisions of this Agreement. Seniority shall operate on a residential care programme basis or service staff basis as the case may be.

For promotion, the seniority of the short-listed candidates will be updated to the end of the pay period prior to the pay period to which the job was posted.

For layoffs, the Bargaining Unit Seniority List will be updated to the pay period during which the notice of layoff was given.

10.02 Employees who regularly work less than five (5) days a week and forty (40) hours per week shall have their seniority calculated on the following basis:

1950 hours of work = one (1) year of seniority.

It is understood that s/o (sleepover) shifts shall be calculated as per Article 13.01, it is also understood that an employee cannot accumulate more than one (1) year of seniority per calendar year.

10.03 A seniority list showing the names of the employees and their most recent date of hire will be posted on the CUPE section of RHUB (or equivalent) and distributed electronically to all

locations within thirty (30) days of the commencement date of this Agreement and brought up to date annually thereafter. At the time of initial posting and subsequent revision, a copy of the seniority list shall be given to the local President. If no written protest is received by the Director of Human Resources within thirty (30) days of the date posted, such list shall be deemed correct.

It is understood that there shall be one (1) seniority list for full-time and short week employees, and one (1) seniority list for part-time employees.

10.04 An employee shall not have seniority rights and will be on probation until after such time as they have completed sixty (60) days of work. The Employer and the Union agree to an extension of the probationary period for a specified period of time. Upon completion of the probationary period, seniority shall date back to the original date of hire.

10.05 a) An employee shall retain seniority, but shall not accumulate seniority if they are absent from work in excess of thirty (30) days because of layoff, or leave of absence approved by the Employer.

This provision shall apply if the absence is for eighteen (18) months or less. At the end of eighteen (18) months, the employment status of the employee shall be reviewed.

b) An employee who is absent from work due to accident, disability or sickness and an employee who is injured at work will continue to accumulate seniority while off on Workplace Safety and Insurance Board (WSIB) benefits for the following purposes, namely job postings, vacation scheduling preference, call-in, layoff and recall.

10.06 Loss of Seniority

Seniority shall terminate and an employee shall cease to be an employee when they:

1. are discharged for just cause and not reinstated;
2. resigns or retires;
3. is off work for a continuous period of twenty (24) months, subject to compliance with the Ontario Human Rights Code.
4. fails to report to work within five (5) working days after being notified by the Employer of recall;
5. fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
6. are absent from work without permission for three (3) consecutive days unless an explanation satisfactory to the Employer is given by the employee.

10.07 Lay-off Procedure

- a) The Employer will notify the Local President as far as possible in advance of any impending layoffs.
- b) The Employer will meet with the Union through the Labour Relations Committee to inform the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.
- c) Layoff and recall shall be on a residential care programme basis or department service staff basis as the case may be, and shall be based on the following factors:
 - i) seniority and;
 - ii) skill, ability, and knowledge.

All employees who are on layoff will be given job opportunity in the bargaining unit before any new staff is hired providing however, that the factors set out in b) are met.

- d) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off; or
 - ii) Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace short week or full-time employees.

Recall Procedure

- e) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified.

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.

- f) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed eight weeks of work. 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. This provision supersedes the job posting provision.

- 10.08** a) No employee shall be transferred to a position outside the bargaining unit without their consent. Subject to b) below, if an employee is transferred to a position outside the

bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit.

- b) It is understood that no employee will be out of the bargaining unit for more than six months in order to have their seniority retained. If the employee is not returned to the bargaining unit prior to the expiration of the sixth month, the employee will forfeit any seniority formerly earned in the bargaining unit and not have the opportunity to return to their previous position which will be posted.

10.09 Where the Employer wishes to use contract workers, before doing so the Employer agrees to discuss this with the Union President or their designate to see if there are any practical alternatives.

The Employer agrees that no employee shall suffer a loss of income or a reduction in hours as result of the Employer contracting out work or services normally performed by bargaining unit members.

Article 11 - Job Posting

11.01 Temporary Vacancies

Temporary Vacancies will be posted as a result of one of the following conditions:

- a) Maternity/Parental or Medical Leave: The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed twelve (12) continuous months.
- b) Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
- c) Illness/WSIB: The term of the temporary posting for leave of absence shall not exceed twelve (12) continuous months.

The Employer agrees to notify the Union President or their designate and Recording Secretary, a minimum of fourteen (14) calendar days in advance of its desire to extend the time limits for a temporary posting, if possible. Approval for such extension shall be by mutual consent, of the parties.

Vacancies created as the result of an Employee being absent due to one of the foregoing conditions shall be posted and filled when it is reasonable to expect that the vacancy may extend beyond eight (8) weeks.

Any Employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers, provided that an employee may not apply for and accept a change to their position more than once every six months, even if they move back to their former role, unless there are no other applicants.

An Employee filling a temporary position shall be provided a minimum of two (2) weeks' notice, if the temporary position terminated prior to the expected end date such notice shall

be copied to the Union President or their designate and Recording Secretary.

11.02 In the event permanent new jobs are created or a permanent vacancy occurs in existing classifications, the Employer will post all new jobs or vacancies within the bargaining unit for a period of seven (7) working days.

A permanent vacancy is defined as a vacancy which is in excess of three (3) months unless the absence is due to maternity leave, personal leave, parental leave or work-related injury, in which case this shall not be considered a permanent vacancy and the job need not be posted. The time limits herein may in other cases be extended by mutual consent.

Part time vacancies shall be posted. However, any employee wishing to increase or decrease their hours of work will make such a request in writing to the Director of Human Resources. When a part time vacancy becomes available, the Employer will consider the written application in accordance with the criteria set out in Article 11.03.

11.03 Such notice shall contain the following information:

Qualifications, classification, rate of pay, and residential programme area or department concerned, hours of work, required knowledge, and education, skills, and shift.

Such qualifications may not be established in an arbitrary or discriminatory fashion.

11.04 a) In the event one (1) or more employees apply the Employer shall consider:

- i) seniority and;
- ii) skill, ability, and knowledge

b) Subject to c), it is understood that where the qualifications are relatively equal, then seniority will govern. Where the need arises to laterally transfer Employees from one reporting location to another, the Employer shall respect seniority within the classification, unless the reason for the transfer is specific to the employee to be transferred, in which case seniority shall not be a determining factor. The Employer shall notify the Union President and Recording Secretary with the names of transferred employees, date of transfer and reason for transfer as soon as possible. In the evaluation of an employee's qualifications, if an employee believes the proper consideration of their qualifications has not been given; they may file a grievance under the provisions of Article 8 claiming that the Employer acted in an arbitrary and discriminatory manner.

c) In cases of a lateral move in the same classification, providing the employee has the requisite skill, ability, knowledge as set out in b) above, seniority will govern.

d) The Employer will inform the Union, in writing, of the name of the successful applicant.

11.05 The successful applicant shall be placed on trial for a period of sixty (60) days or longer by mutual consent between the Employer and the Union. Conditional on satisfactory service the employee shall be declared permanent after the trial period. Upon successful completion of the trial period, the employee will be placed at the next higher rate (compared to their

present rate) as per past practice (should this new position be in a higher classification from the previous job) and paid retroactive to but not including the thirtieth day of the trial period.

In the event the employee proves unsatisfactory in the position during the trial period or the employee wishes to return to their former position during the trial period, they shall be returned to their former position and wage without loss of seniority.

11.06 Only the original vacancy need be posted.

11.07 Qualifications

Should job qualifications change, bargaining unit members will be deemed qualified in their current positions.

If the government requires that employees possess certain qualifications to do existing jobs, the Employer will deem the employees in possession of the existing jobs to be qualified to perform their current jobs, unless prohibited by the legislation or governmental requirement.

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

11.09 Notices and Disclosure

The Employer shall give the Union notice, within seventy-two (72) hours, in writing in the event the Ministry is reducing and/or closing any services or supports currently provided by Rygiel Supports for Community Living. The Employer and the Union shall meet shortly thereafter to discuss impacts on the job security of the bargaining unit members.

Article 12 - Hours of Work

12.01 a) Nothing herein shall constitute a guarantee of hours of work per day or per week or number of days per week.

b) The regular hours of work shall be up to eighty (80) hours within a pay period inclusive of a half (1/2) hour paid lunch.

12.02 Employees working a full eight (8) hour shift shall have two (2) ten (10) minute coffee breaks at a time designated by the Employer.

12.03 It is understood that Article 12:01 b) does not apply to part time employees except that a part time employee will be entitled to one (1) ten (10) minute coffee break each half (1/2) shift worked.

12.04 Employees who are required to rotate will be rotated on an equitable basis. This provision does not apply to part time employees.

12.05 It is understood that no employee shall be required to work more than seven (7) days continuously unless an emergency situation exists. Should the employee be required to work more than seven (7) days continuously, they shall be paid at overtime rates.

12.06 a) Work schedules for all employees shall be posted electronically (on Comvida or equivalent electronic system and e-mail), at least four (4) weeks in advance and remain posted for the duration of the schedule. The Employer shall advise all staff in writing electronically if there will be a delay in posting the schedule.

Such schedules will be for a six (6) week period.

b) Requests for exchanges of days off or shifts between employees will be made in writing electronically cc-ing the exchanging employees and shall be approved by the Supervisor or their designate which approval shall not be unreasonably denied, subject to the efficient operation of the agency. No additional cost to the Agency shall result from such an exchange.

c) Where two weeks' notice of change in schedules is not given, and the Employer requires the employee to report, the employer will pay such employee an additional two (2) hours at regular rates in addition to the hours actually worked by the employee.

It is understood however, that where such change is for more than one (1) day, the above provision shall apply only to the first day. It is also understood that this provision does not apply to part time employees.

12.07 No employee shall be required to work more than three (3) weekends per month. The Employer will attempt to provide more frequent weekends off where possible. It is understood that this provision does not apply to part time employees.

12.08 Call In

Where it is necessary to call in employees for a particular work location, employees will be called in on the basis of seniority and their availability providing it is their permanent work location and/or they have been trained/orientated to this location, or worked at the location within the previous six (6) months. This will not result in overtime payment.

12.09 Employees who are called in or scheduled for a meeting (in person, telephone, or virtual meeting) by the Employer on their non-scheduled work time, shall be paid regular time for the duration of the meeting for a minimum of one (1) hour, unless an employee has already worked over eighty (80) hours in a two week period, in which case the meeting time shall be paid at time and a half their regular base rate of pay. All meetings will be scheduled upon mutual consent for the time and date unless the meeting is determined to be an emergency meeting.

Article 13 - Sleepovers

13.01 Employees required to sleepover will be paid according to the wage scale attached.

The flat rate will apply unless the employee was disrupted during the night to tend to the needs of a person supported for thirty (30) consecutive minutes or more. In such cases the employee will be paid for the time so lost at regular rates or overtime rates as the case may be. The Employee must report to the supervisor via email immediately upon getting up; such requests shall not be unreasonably denied.

For the purpose of wage increments, promotions, layoffs, recall, seniority shall accumulate at the rate of eight (8) hours per sleepover.

For the purpose of sick leave and vacation accumulation seniority shall accumulate, on the basis of four (4) hours per sleepover.

13.02 No employee shall be required to perform sleepovers as a condition of employment except as otherwise mutually agreed.

Article 14 - Wages and Job Classification

14.01 The classifications and the rates of pay for each classification shall be those as set out in Appendix "A" attached.

14.02

- a) When a job classification is created or where this is a significant modification to the essential duties of the job, the Union shall be given prior notice in writing;
- b) If the Local Union challenges the rate, it shall have the right to request, in writing, a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. A request must be made within ten (10) working days after the receipt of notice from the Employer of such new occupational changed rate;
- c) If the parties are unable to agree, the dispute concerning the new rate maybe submitted to arbitration as provided in the Agreement within twenty (20) working days of such meeting. The decision of the Board of Arbitration, or the Arbitrator, as the case may be, shall be based upon a comparison with the rates for other classifications within the establishment having regard to the nature of the work and the requirements of such classification.

14.03 If in the opinion of the Employer, a new employee has by reason of previous experience sufficient skill, the Employer may at any time up to the end of the probationary period, credit such previous experience so that it reflects in the rate of pay.

14.04 When an employee, at the request of the Employer, temporarily relieves and performs the principle duties of a higher classification for a period in excess of two (2) hours or more, they shall receive the rate of pay for the higher classification. In such cases, payment shall be made from the commencement of the assignment.

14.05 Where an employee at the request of the Employer, performs the principle duties of a position outside the bargaining unit for a period in excess of two (2) hours, then they shall receive three dollars and fifty cents (\$3.50) per shift, providing they has worked in those duties for the remainder of the shift.

- 14.06** Upon date of ratification, maintenance employees asked to be on call will be paid forty-eight dollars (\$48.00) per day and sixty-three dollars (\$63.00) on Statutory Holidays, for being on call. In the event the maintenance employee is called into work, they shall be paid a minimum of four (4) hours at one and one-half their regular rate of pay, or if in excess of four (4) hours, at double time rate of pay.
- 14.07** Where an employee, at the request of the Employer, is temporarily requested to perform the principle duties of a lower classification, their rate of pay shall not be reduced.

Article 15 - Overtime

- 15.01** Where hours of work exceed eighty (80) hours in a two (2) week period, the employee shall be paid at time and one half (1 ½) for all hours in excess of eighty (80) hours.

All work (mandatory staff meetings, training, workshops etc.) shall be included in the calculation of hours of work.

There shall be no duplication or pyramiding of overtime or premiums under the Collective Agreement.
- 15.02** Every effort shall be made by the Employer to assign additional shifts and/or overtime shifts on the basis of seniority within the employee’s home base location. Should no employee from the home base location be available for such shift, then the Employer will fill the shift with an employee who has been trained/orientated to this location or worked at the location within the previous six (6) months.
- 15.03** The overtime provisions shall not apply if the employee has requested a shift change pursuant to Article 12.06 b).

Article 16 –Health and Wellness Benefits

- 16.01** The Employer agrees to continue its present practice of paying a proportion of the premiums of the following benefits for all its full-time employees who have completed the probationary period.

Pension Plan	50%
Group Insurance Plan	100%
Dental Plan (O.D.A. – current rate)	\$1450 per calendar year
Life Insurance Dependent Life Insurance	
Short Term Disability Long Term Disability	

Drugs

Semi-Private Coverage

Vision Care - \$300.00 every two (2) years.

Paramedical

\$550 per calendar year for each provider

16.02 Employees who work between twenty-four (24) and forty (40) hours per week on a regular basis, shall have the same proportionate benefits as the employee who works the full forty (40) hours per week.

16.03 Part-time Benefits

Part-time employees who have worked for one calendar year, and average twenty (20) hours biweekly shall receive a benefits spending account of five hundred dollars (\$500.00) per year. This account will provide eligible part time employees the opportunity of submitting claims through the insurance provider for approval. Once approved, the benefits will be reimbursed up to five hundred dollars (\$500.00). Benefits must be used within the calendar year, they will not carry-over.

16.04 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. At least ninety (90) days before making such a substitution, the Employer shall inform the Union President or their designate to explain the proposed change. Upon request by the Union President or their designate, the Employer shall provide to the Union President or their designate full specification of the Benefit Programs contracted for and in effect for employees covered herein.

Article 17 - Statutory Holidays

17.01 An employee who has religious or cultural holiday not listed in Article 17.01, may request to substitute up to four (4) of the following days: Canada Day, Thanksgiving Day, Good Friday, Christmas Day (a "Statutory Holiday") for a religious or cultural holiday (the "Personal Holiday") that they observe.

Such requests must be submitted at the same time as vacation requests.

Nothing herein guarantees a right to have any particular day free from work, and such requests will be granted based on operational need.

Where an employee is approved to substitute a holiday, they shall work the Statutory Holiday at their regular straight time hourly rate (or overtime rates if they apply in the circumstances) in place of the Personal Holiday and shall receive the Personal Holiday off with public holiday pay.

If the employee in question works in a program that is not open on the Statutory Holiday they shall be deployed to another program that is open on the Statutory Holiday.

The Employer recognizes the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
One Floater	

Such time off shall be scheduled within thirty (30) days before or after such holidays unless otherwise required.

17.02 If a full-time employee is required to work on any of the aforementioned holidays, the employee will either

- a) receive payment at time and one half (1 ½) for all hours worked on the holiday in addition to their regular rate of pay, or
- b) receive payment at time and one half (1 ½) for all hours worked on the holiday and a lieu day with pay equivalent to the hours worked on the holiday.

17.03 a) In the event that a holiday mentioned in Article 17.01 falls within an employee's vacation period, they will be granted a day off with pay at their straight time rate in lieu thereof, which day off will be added to the employee's vacation period unless the Employer and the employee agree that such day will be taken at another time.

- b) In the event that a holiday mentioned in Article 17.01 falls upon an employee's day off, they will be granted a day off with pay at their straight time rate in lieu thereof. Such day off is to be scheduled within thirty (30) days before or following such holiday.

17.04 a) A statutory holiday can be used in the event of a personal emergency. Such request must be made to the Service Coordinator or Supervisor within thirty (30) days before the statutory holiday in question, and the Employer may require verification of the personal emergency.

b) The Employer shall endeavour to arrange schedules as follows:

- 1. Christmas Eve and Christmas Day will be partnered on the schedule such that an employee scheduled to work one or the other will be scheduled to work both.
- 2. New Year's Eve and New Year's Day of the following year will be partnered on the schedule such that an employee scheduled to work one or the other will be scheduled to work both.

17.05 Every part-time employee who is required to work any of the aforementioned holidays, shall

be paid at the rate of time and one half (1 ½) of the employee's regular rate of pay for work performed on such holidays. If not required to work, they shall receive holiday pay as per the formula set out in Article 17.06.

17.06 Providing that an employee does not regularly work five (5) days per week and forty (40) hours weekly, the payment for statutory holidays shall be based on the following formula:

$$\frac{\text{Number of hours worked during the preceding two pay periods} \times 8}{160}$$

17.07 In order to be entitled to statutory holidays with pay the employee must have completed their last scheduled day before the holiday and their first scheduled day after the holiday, unless the employee has reasonable cause for not working these days.

Article 18 - Vacation Pay

18.01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from April 1st of any year to March 31st of the following year.

Employees shall be entitled to vacation on the following basis:

Less than one year of service	4% of gross earnings/two weeks' vacation
One year to eight years	6% of gross earnings/three weeks' vacation
Nine to fifteen years	8% of gross earnings/four weeks' vacation
Sixteen to twenty-four years	10% of gross earnings/five weeks' vacation
Twenty-five years or more	12% of gross earnings/six weeks' vacation

18.02 a) An employee must take their vacation entitlement in the vacation year it falls.

b) Where an employee is hospitalized within one (1) week prior to their scheduled vacation and remains in hospital at the time the vacation was to begin, the period for which the employee remains in hospital (when they would otherwise have been on vacation) will be rescheduled at a mutually agreeable time, but within the calendar year. If no agreement, then at a time scheduled by the Employer.

18.03 All employees' vacation periods shall include the weekend preceding and the weekend after the vacation period.

18.04 Where an employee is not taking their entire vacation entitlement at one (1) time, they may request that vacation pay is received each time a vacation is taken.

18.05 All requests for vacation shall be submitted to the Director of Human Resources by February 1st, and a list of vacations granted will be posted by March 31st.

- a) Vacations not requested within this time frame will be scheduled by the Employer.
- b) In accordance with the provision of a) above, and subject to the efficient operation of the agency, vacation requests shall be granted on a seniority basis within each service area or department as the case may be.
- c) Changes in vacation schedules will be granted provided it does not interfere with the efficient operation of the agency and other vacations already granted.

Requests for change must be submitted in writing to the Coordinator/Supervisor and approval is to be received before an employee can confirm the change.

- d) Subject to the following exceptions, vacation will be taken at a minimum of one-week blocks. Upon the mutual agreement of the Employer and the employee, employees may take up to one week's vacation (known as the Floating Vacation week) in one, or two-day or three-day periods. A second week of Floating vacation may be requested as a special request along with the full vacation request by February 1st.
- e) Employees will be entitled to a maximum of two weeks' vacation between the first full week of May up to and including the last full week of September. The Union agrees that regular scheduling as set out in the Collective Agreement is suspended during these months. Employees may be granted additional vacation time, upon request during the months of May through September, subject to 18.05 b).

Article 19 - Sick Leave

19.01 Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick or disabled, or because of injury due to an accident.

19.02 Sick leave benefits for all employees who have completed their probationary period will be applied as follows:

- a) Employees regularly employed for full complement of hours (forty hours per week) will accumulate sick leave on the basis of one (1) day for each month of fulltime active employment to a maximum of 60 days.
- b) Employees regularly employed on a short work week (working between 24 and 40 hours per week) will accumulate sick leave credits at the rate of .75 days for each month of active employment to a maximum of 45 days.
- c) Employees regularly employed as part-time employees (working less than 24 hours per week) will accumulate sick leave credits at the rate of one (1) day on the completion of three (3) calendar months of active employment to a maximum of 45 days.
- d) A day of sick leave is understood to be eight (8) hours pro-rated for employees who work less than 40 hours per week.

- 19.03** a) Employees, who have completed the probationary period, shall be credited with three (3) days of sick leave. Sick leave credits may be used only when sickness of the employee forces them to remain at home. Sick leave credits used up will be deducted from the total sick leave credits accumulated by the employee.
- b) An employee shall not lose accrued sick leave credits nor shall they receive payment from the Employer when absent from work due to an injury compensable under the provision of the Workplace Safety & Insurance Board (WSIB).
- 19.04** An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. Such certificate shall indicate the name of the medical practitioner and the reason for absence. The Employer will reimburse the employee for cost of the medical certificate.
- 19.05** Employees will have access to their accrued sick leave credits and or Short term/Long term disability, if eligible, until such time as the employee's claim for benefit's is approved by the WSIB. Once the claim is approved sick credits shall be reinstated at the appropriate rate.

Article 20 - Leave of Absence

- 20.01** a) The Employer may grant a leave of absence without pay if an employee requests it in writing from the Employer and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the agency. Leave of absence will be restricted to employees having completed one (1) year of service. Employees with less than one (1) year's seniority will be granted leave of absence at the sole discretion of the Employer.
- b) Seniority shall only accumulate for the first thirty (30) days of such leave of absence.

20.02 Maternity Leave

The provisions of the Employment Standards Act as amended from time to time shall apply.

The following provisions are examples only.

- a) Leave of absence for pregnancy without pay will be granted to an employee who has completed thirteen (13) weeks continuous service subject to the following conditions:
- i) An employee who is pregnant shall be entitled, upon their application therefore, to a maternity leave of absence of seventeen (17) weeks and a parental leave of up to thirty-five (35) weeks, all in accordance with the Employment Standards Act.
- ii) The employee shall give at least four (4) weeks' notice of their intention to return to work. Where the actual date of their delivery is later than the estimated date of their delivery, and the employee notifies the employer, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of the delivery. The employee may, with the consent of the Employer shorten the duration of the leave of absence under this Article upon giving the Employer four

(4) weeks' notice of their intention and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

- iii) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they requested the leave of absence and upon their return to work the Employer shall reinstate the employee to their position or provide them with alternative work of a comparable nature.

All Leaves of Absence shall be in accordance with the current Employment Standards Act of Ontario or the Collective Agreement language, whichever has the greater right of benefit.

- 20.03**
- a) The Employer shall grant each spouse of a pregnant employee up to two (2) days of leave of absence with pay upon the birth of their child.
 - b) Further leave of absence without pay may be granted at the discretion of the Human Resources Lead or their delegate for such employee.

All Leaves of Absence shall be in accordance with the current Employment Standards Act of Ontario or the Collective Agreement language, whichever has the greater right of benefit.

20.04 Adoption Leave

- a) Where an employee, with at least thirteen (13) weeks continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up sixty-one (61) weeks duration or such greater times as may be the standard requirement of the adoption agency concerned, up to a maximum aggregate of six (6) months. Such employee shall advise the Employer as far as possible in advance of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld.
- b) Sub-Section iii) of Article 20:02 shall apply to Adoption Leave. During an Adoption Leave, Pregnancy Leave and Parental Leave, seniority shall accumulate as per Employment Standards Act as set out from time to time.

All Leaves of Absence shall be in accordance with the current Employment Standards Act of Ontario or the Collective Agreement language, whichever has the greater right of benefit.

20.05 Bereavement Leave

- a) When a death occurs of a spouse/partner or child of the employee, the employee shall be paid at their regular rate for the time necessary to make arrangements for or attend the funeral up to a maximum of four (4) days, providing the employee was scheduled to work those days.
- b) When a death occurs in the employee's immediate family, they shall be paid at their

regular rate for the time necessary to make arrangements for or attend the funeral up to a maximum of three (3) days, providing the employee was scheduled to work those days.

It is agreed that immediate family shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-children, children of common-law spouse, and guardian.

- c) One (1) working day leave of absence with pay shall be allowed for the purpose of attending the funeral of an employee's brother-in-law, sister-in-law, uncle, aunt, providing the employee was scheduled to work on that day.
- d) Additional travel time, for the purposes of attending the funeral may be provided without pay.
- e) When a death occurs of an individual supported, an employee who had a long-term ongoing direct relationship with the individual, may be permitted to accompany other people supported to attend the funeral at their regular rate during scheduled work hours if the people (or person) supported wish to attend. Approval to attend will be based on operational needs and support levels required for the people being accompanied to attend. Approval shall be granted if support is not needed.

20.06 Pay Jury Duty or Crown Witness Leave

The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a Juror or is subpoenaed as a Crown Witness. The Employer shall pay such employee the difference between their normal earnings and the payment received for Jury Duty or Crown Witness. The employee will present proof of service and the amount of pay received. The employee is required to notify the Employer as soon as possible for selection for Jury Duty or Crown Witness.

20.07 Leave of Absence for Union Functions

- a) Upon request of the Employee, provided the Employer is given three (3) weeks' notice if the leave is more than three (3) calendar days or two (2) weeks' notice if the leave is for three (3) calendar days, two (2) employees at a time during the contract year may be allowed an unpaid leave of absence up to one hundred (100) days to attend Union functions.

It is understood that the total number of days shall not exceed one hundred (100) days per year for the entire bargaining unit. Upon request from the Union the Employer may grant additional time.

The Employer shall maintain the regular wages of an employee absent on such leave and shall be reimbursed by the Union for same. During such leave, seniority will continue to accumulate.

- b) Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of existing seniority by the employer for a period of up to six (6) months. If the former position no longer exists, the employee shall be placed in an equivalent position subject to the availability of work and their entitlement to such work in accordance with their ability and seniority.
- c) The Employer shall submit to the Union Local 4967 Treasurer and Local President, any remuneration to be paid by the Union by the 20th of each month.
- d) If the employee receives a call-in shift and is unable to provide service, however is on Union leave representing members in grievance related issues, and is not at a Union Conference/Convention, the Employer will request written confirmation to bill the Union.

20.08 Personal Emergency Leave

Personal Emergency Leave shall be in accordance with the current Employment Standards Act of Ontario or the Collective Agreement Language, whichever has the greater right of benefit.

20.09 Family Medical Leave

All Statutory Leaves shall be in accordance with the current Employment Standards Act of Ontario or the Collective Agreement Language, whichever has the greater right of benefit.

Crime Related Child Death or Disappearance Leave shall be in accordance with the current Employment Standards Act of Ontario or the Collective Agreement Language, whichever has the greater right of benefit.

Domestic or Sexual Violence Leave shall be in accordance with the current Employment Standards Act of Ontario or the Collective Agreement Language, whichever has the greater right of benefit.

Article 21 - Payment of Wages

21.01 The Employer shall pay wages on a bi-weekly basis in accordance with Appendix "A" attached hereto and forming part of this Agreement.

21.02 Upon ratification, increases to the salary schedule shall be retroactive to the first full pay period of the new Collective Agreement.

Where employees have entered into the employ of the Employer between April 1, 2016 and the date of ratification, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of receiving

written notice of ratification. If the retro is not paid within forty-five (45) days then thereafter interest will be paid.

All retroactivity paid to employees will be itemized on an employee's regular cheque.

Article 22 - Medical Attention

- 22.01** Transportation to the nearest physician or hospital for employees requiring medical attention as a result of an accident or injury during working hours shall be arranged by the Employer.

Article 23 - Internal Communications

- 23.01** a) The Employer will post notices on Rygiel's Intranet site and/or email all locations. All notices from the Union to Employees must be signed by the proper officers of the Union and approved by the Employer before being circulated.
- b) Upon request, the Employer shall provide the Union with a list of all current employees and their mailing addresses. It is understood that such requests shall not be made any more than three (3) times per year.
- 23.02** Correspondence between the Human Resources Lead or their delegate shall be addressed to the Local President or their designate.

Article 24 - Copies of the Agreement

- 24.01** The Employer and the Union will share equally in the reasonable cost of the printing of the Collective Agreement.

Article 25 - Access to Records

- 25.01** An employee shall have the right on a reasonable basis to review their personnel, medical and WSIB files and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record. A request by an employee to review their file to this Article shall be made in writing by the employee.

Article 26 - Positive Work Environment

- 26.01** The Employer and the Union agree to abide by the provisions of the *Ontario Human Rights Code* in order to provide a discrimination and harassment free work environment.

Article 27 - Mandatory Training

- 27.01** Employees who are required to complete the mandatory training shall be provided the time during their shift to do. If employees are unable to complete the training during their shift, the employee and Supervisor (or their designate) shall mutually decide on an alternate time

for this training to be completed.

Article 28 - Insurance

- 28.01** The Employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required.
- 28.02** Employees that may be required to utilize their personal vehicles for any work-related purpose, are encouraged to make full disclosure of any such usage to their personal vehicle insurer, and are at liberty to provide their insurer with a copy of the job description and/or job posting for this purpose.
- 28.03** Should the Employer require Employees to utilize company vehicles, the Employer obtain appropriate insurance coverage at its sole cost and provide a current and complete copy of the fleet insurance to the Union when requested.

28.05 Mileage

As of April 1, 2024, employees who are required to use their personal vehicle for work-related purposes shall be paid mileage at the rate of \$0.50/km.

As of April 1, 2025, employees who are required to use their personal vehicle for work-related purposes shall be paid mileage at the rate of \$0.54/km.

As of April 1, 2026, employees who are required to use their personal vehicle for work-related purposes shall be paid mileage at the rate of \$0.56/km.

Article 29 – Disclosure

- 29.01** The issue of Passport employees shall be a standing item on the Labour Relations Committee agenda.

Article 30 – Diversity, Equity, Inclusion and Accessibility Committee

A Diversity, Equity, Inclusion and Accessibility Committee shall be comprised, where possible, of equal numbers of Employer representatives and Union representatives representing all equity deserving groups in our community with lived experience and expertise in issues of equity deserving communities. The Union and the Employer shall each select its own co-chair.

The Committee shall meet regularly and the draft agenda shall be approved and distributed by the co-chairs at least one week prior to the meeting.

Members of the Committee may submit matters for the draft agenda upon receipt. The Co-chairs shall approve the final agenda.

The mandate of the Diversity, Equity and Inclusion Committee will be developed by the Committee in a manner that is inclusive of all equity deserving people and groups. This committee will provide recommendations regarding mandatory all staff training that focuses on diversity, equity, inclusion and accessibility issues.

Article 31 - Term of the Agreement


31.01 This Agreement shall be binding and remain in effect from April 1, 2024, to March 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

31.02 In the event of such notification being given as to the amendment of this Agreement, negotiations between the parties shall begin with fifteen (15) days following such notification or a time mutually agreed to by the parties.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on this 27th day of November, 2024.

For the Employer

For the Union


Jennifer Steffler (Nov 27, 2024 13:05 EST)


Cleopatra Christie (Dec 4, 2024 18:58 EST)


Jamie Toner (Dec 2, 2024 13:55 EST)


Michelle Whitham (Dec 4, 2024 19:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "A"

Wages

Effective April 1, 2024:

Classification	Probation	Start	Year1	Year 2	Year 3
Support Worker Student	24.2650	24.2650	25.0993	25.5230	25.9652
Maint Worker Student	17.7072	18.2252	18.7016	19.2570	19.7989
Support Aide	25.1027	25.7296	25.8776	26.3305	27.5322
Support Worker	25.3947	26.1390	26.9478	27.7307	28.4623
Hsk, Kit Aide	19.8739	20.3827	20.8812	21.3696	21.8886
Maint Aide	18.0154	18.5334	19.0558	19.5652	20.1071
Hsk, Kit Worker	20.5353	21.2272	21.9496	22.6212	23.3334
Maint Worker	19.2079	19.7064	20.4594	21.1716	21.9042
Receptionist	21.1153	21.6240	22.1124	22.6110	22.8450
Team Leader	27.8606	28.3361	28.9238	29.5116	30.0903
Kinesiologist	27.8606	28.2917	28.7620	29.2060	29.6371
Worker II	24.8865	25.1165	25.5165	25.9171	26.3380

Note: This grid includes pay equity adjustment for 2024 with retroactivity to rates and adjusted April 1, 2024

Effective April 1, 2025:

Classification	Probation	Start	Year1	Year 2	Year 3
Support Worker Student	24.6290	24.6290	25.4758	25.9058	26.3547
Maint Worker Student	17.9728	18.4986	18.9821	19.5459	20.0959
Support Aide	25.4792	26.1155	26.2658	26.7255	27.9452
Support Worker	25.7756	26.5311	27.3520	28.1467	28.8892
Hsk, Kit Aide	20.1720	20.6884	21.1944	21.6901	22.2169
Maint Aide	18.2856	18.8114	19.3416	19.8587	20.4087
Hsk, Kit Worker	20.8433	21.5456	22.2788	22.9605	23.6834
Maint Worker	19.4960	20.0020	20.7663	21.4892	22.2328
Receptionist	21.4320	21.9484	22.4441	22.9502	23.1877
Team Leader	28.2785	28.7611	29.3577	29.9543	30.5417
Kinesiologist	28.2785	28.7161	29.1934	29.6441	30.0817
Worker II	25.2598	25.4932	25.8992	25.9171	26.7331

Note: This grid does not include pay equity adjustment as that adjustment has not been determined yet.

Effective April 1, 2026:

Classification	Probation	Start	Year1	Year 2	Year 3
Support Worker Student	24.9984	24.9984	25.8579	26.2944	26.7500
Maint Worker Student	18.2424	18.7761	19.2669	19.8390	20.3973
Support Aide	25.8614	26.5073	26.6598	27.1263	28.3644
Support Worker	26.1623	26.9291	27.7623	28.5689	29.3226
Hsk, Kit Aide	20.4746	20.9988	21.5123	22.0155	22.5502
Maint Aide	18.5599	19.0936	19.6318	20.1566	20.7148
Hsk, Kit Worker	21.1560	21.8688	22.6130	23.3049	24.0387
Maint Worker	19.7885	20.3020	21.0778	21.8115	22.5663
Receptionist	19.7885	22.2776	22.7807	23.2944	23.5355
Team Leader	28.7027	29.1926	29.7980	30.4036	30.9998
Kinesiologist	28.7027	29.1468	29.6313	30.0888	30.5329
Worker II	25.6387	25.8756	26.2877	26.3059	27.1341

This grid does not include pay equity adjustment as that adjustment has not been determined yet.

Appendix "B"
Sleepover Rates

April 1, 2024	131.91
April 1, 2025	133.88
April 1, 2026	135.89

Appendix "C"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")

This will confirm the understanding of the parties during the term of the Collective Agreement which expires March 31, 2027 with respect to the following matters:


In the event that the Ministry of Community and Social Services provides the Employer with targeted wage gap funding within the terms of this Agreement which exceeds the wage and benefit increase negotiated for the term of this Agreement, respective members of the Labour Relations Committee shall meet to negotiate implementation of any targeted wage gap funding to wages and/or benefits.

It is further agreed that the Labour Relations Committee will meet to negotiate allocation of any other additional funding targeted to wages and/or benefits flowing from the Ministry.


It is understood that the CUPE National Representative shall participate in these negotiations.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.

For the Employer



Jennifer Steller (Nov 27, 2024 13:05 EST)




Janné Toner (Dec 2, 2024 13:55 EST)


For the Union




Cleopatra Christie (Dec 4, 2024 18:58 EST)



Meaghan Wright (Dec 4, 2024 19:08 EST)



Jenny Majic-Carter (Dec 4, 2024 23:59 EST)



Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "D"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")

The Employer agrees to continue to encourage the Provincial Government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this effort has been and will continue to be for improved wages, benefits, pensions and working conditions for the workers within the sector, as well as support for strong community infrastructure to ensure equal access across the province.

The Employer further agrees once again to attend a forum hosted by CUPE where the concept of central bargaining will be explored.


IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.


For the Employer


For the Union


Jennifer Stoffler (Nov 27, 2024 13:05 EST)


Cleopatra Christie (Dec 4, 2024 18:58 EST)


Janice Toner (Dec 2, 2024 13:55 EST)


Meaghan Wright (Dec 4, 2024 18:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "E"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)


(Hereinafter referred to as the "Union")

Conversion to Short Week/Full Time


Representatives of the Parties shall meet to discuss the use of full time, short week and part time positions at the Labour Relations Committee. The parties shall discuss the issues surrounding the conversion of part time positions to short week and or full-time positions. The parties will be provided with all relevant information in order to have informed discussion

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.

For the Employer



Jennifer Steffler (Nov 27, 2024 13:05 EST)




Jumbo Toner (Dec 2, 2024 13:55 EST)


For the Union



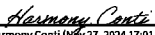
Cleopatra Christie (Dec 4, 2024 18:58 EST)



Meaghan Wright (Dec 4, 2024 19:08 EST)



Jenny Matic-Carter (Dec 4, 2024 23:59 EST)



Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "F"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967


(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")

Should the Maintenance Worker 1 acquire a trade certificate, upon completion, the Maintenance Worker 1 shall be promoted to Maintenance Worker 2 provided they were hired prior to March 31, 2012.


IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.

For the Employer


Jennifer Steffler (Nov 27, 2024 13:05 EST)


Jamie Toner (Dec 2, 2024 13:55 EST)

For the Union


Cicoptra Christio (Dec 4, 2024 18:58 EST)


Meghan Wright (Dec 4, 2024 19:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "G"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)


(Hereinafter referred to as the "Union")


Labour Force Strategy

The parties recognize the value and will support the establishment of a tripartite advisory within the Developmental Services Sector comprised of the Employers, Unions and Provincial Government representatives, to discuss Human Resources issues related to service delivery.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.


For the Employer


Jennifer Steffler (Nov 27, 2024 13:05 EST)



Janice Toner (Dec 2, 2024 13:55 EST)

For the Union


Cleopatra Christie (Dec 4, 2024 18:58 EST)


Meghan Wright (Dec 4, 2024 19:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "H"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")


Work of the Bargaining Unit


The Employer commits to no loss of bargaining unit work.

Volunteers shall not impact the terms and conditions of employment of any bargaining unit employee, nor shall volunteers be used in lieu of employing a bargaining unit employee.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.


For the Employer


Jennifer Steffler (Nov 27, 2024 13:05 EST)



Jamie Toner (Dec 2, 2024 13:55 EST)

For the Union


Stephanie Christie (Dec 4, 2024 18:58 EST)


Meaghan Wright (Dec 4, 2024 18:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "I"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")


Workload

The Employer and the Union agree to utilize the Labour/Management Committee for the purpose of reviewing workloads, working conditions and services and make recommendations for addressing these concerns.


IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.


For the Employer


For the Union

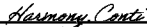

Jennifer Steffler (Nov 27, 2024 13:05 EST)


Cleopatra Christie (Dec 4, 2024 18:58 EST)


Janine Toner (Dec 2, 2024 13:55 EST)


Meghan Wright (Dec 4, 2024 19:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "J"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967


(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")

The Parties agree to the processes that explore the services of Central Bargaining for the Developmental Sector.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.

For the Employer


Jennifer Stellier (Nov 27, 2024 13:05 EST)



James Toner (Dec 2, 2024 13:55 EST)

For the Union


Cleopatra Christie (Dec 4, 2024 18:58 EST)


Meghan Wright (Dec 4, 2024 19:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)

Appendix "K"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")

Statutory Holidays

The following provisions will apply for the duration of the Collective Agreement expiring March 31, 2027:


1. An employee who has religious or cultural holidays not listed in Article 17.01, may request to substitute up to four (4) of the following days: Canada Day, Thanksgiving Day, Good Friday Christmas Day (a "Statutory Holiday") for a religious or cultural holiday (the "Personal Holiday") that they observe.
2. Such requests must be submitted at the same time as vacation requests.
3. Nothing Herein guarantees a right to have any particular day free from work, and such requests will be granted based on operational need.
4. Where an employee is approved to substitute a holiday, they shall work the Statutory Holiday at their regular straight time hourly rate (or overtime rates if they apply in the circumstances) in place of the Personal Holiday and shall receive the Personal Holiday off with the public holiday pay.
5. If the employee in question work in a program that is not open on the Statutory Holiday they shall be deployed to another program that is open on the Statutory Holiday.

The Parties agree to the processes that explore the services of Central Bargaining for the Developmental Sector.


IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.


For the Employer


For the Union



Jennifer Steffler (Nov 27, 2024 13:05 EST)


Elizabeth Christie (Dec 4, 2024 18:58 EST)


Jamie Toner (Dec 2, 2024 13:55 EST)


Meaghan Wright (Dec 4, 2024 19:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conii (Nov 27, 2024 17:01 EST)

Appendix "L"

Letter of Understanding

-between-

Rygiel Supports for Community Living

(Hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 4967

(Rygiel Supports for Community Living Unit)

(Hereinafter referred to as the "Union")

Forced Stay

The Employer may require an employee to remain on duty at the end of their regular scheduled shift due to another staff not being immediately available to replace them, in which case:

1. The employee shall be paid as follows:

- a) Their regular rate for the first (1st) hour they are required to stay on beyond the end of their regular shift,
- b) For any time exceeding one (1) hour beyond the end of their regular scheduled shift they will receive 1.5 times their rate of pay.

There shall be no duplication or pyramiding of overtime or premium. Nothing herein negates the overtime provisions of the Collective Agreement.


2. The Employer shall provide a meal allowance of a flat rate of twenty dollars (\$20) should the hours worked beyond the end of the employer's shift exceed three (3) hours.
3. The Employer shall allow the employee the ability to sleep at the employee's regular rate of pay should the consecutive hours worked exceed sixteen (16) hours and the time of the shift be an overnight shift and sleeping on shift not jeopardize health and safety of the people supported.
4. The Employer shall cover the cost of a taxi to their normal place of residence if the employee makes such request, does not have transportation and is released from work between the hours of 10:00 p.m. and 7:00 a.m.
5. Should the employee be released from work less than eight (8) hours before the start of their next shift, the employee shall be provided eight (8) hours free from work.
6. The Employer shall make all reasonable efforts to relieve the forced shift worker as soon as possible and in compliance with this Collective Agreement but nothing herein will require the employer to direct a management employee to perform the work.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this 27th day of November, 2024.

For the Employer


For the Union


Jennifer Steffler (Nov 27, 2024 13:05 EST)


C. J. Christie (Dec 4, 2024 18:58 EST)


Jamie Toner (Dec 2, 2024 13:55 EST)


Meaghan Wright (Dec 4, 2024 19:08 EST)


Jenny Marie Carter (Dec 4, 2024 23:59 EST)


Harmony Conti (Nov 27, 2024 17:01 EST)