



COLLECTIVE AGREEMENT

between

COMMUNITY LIVING AJAX PICKERING & WHITBY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2936.00**

Expiry: March 31, 2027

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ARTICLE 1 — PURPOSE

- 1.01 a) Both parties to the Agreement recognize that the purpose of the Community Living Ajax Pickering and Whitby for Community Living is to support individuals having intellectual disabilities to live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively.
- b) The parties wish to ensure that the best interests of the people served by the association are maintained within a collective bargaining relationship.

Therefore, the purpose of this Agreement is:

- i. to establish and maintain harmonious Employer/employee relations.
- ii. to provide a process whereby employee complaints and grievances are dealt with in a prompt and equitable manner.
- iii. to establish and maintain fair and reasonable working conditions, hours of work, and wage, for all employees who are subject to the provisions of this agreement.
- iv. to ensure cooperation in order that services provided by the association are of the highest quality.

Now therefore, the parties agree as follows:

ARTICLE 2 — MANAGEMENT RIGHTS

- 2.01 The Union acknowledges and recognizes that the management of the Association and the direction of the working force are fixed exclusively with the Association and shall remain solely with the Association except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Association to:
- a) Maintain order, discipline, and efficiency.
 - b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees provided that a claim of discharge without just cause by an employee who has completed his probationary period may be the subject of a grievance and dealt with as hereinafter provided.
 - c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of work, work assignments, methods of doing the work and the working establishment for any service.
 - d) Determine the number of personnel required, services to be performed and the methods, procedures, and equipment to be used in connection therewith.
 - e) Make and enforce and alter from time to time rules and regulations to be observed by all employees.

2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

2.03 Non-Discriminatory Exercise of Rights

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

ARTICLE 3 — RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public employees and its Local 2936 as the sole and exclusive collective bargaining agent for all of its employees within the Region of Durham, save and except Program Supervisor, the Executive Assistant to the Executive Director, the Secretary to the Director of Vocational Services, the Secretary to the Director of the Emperor Street Resource Centre, Supervisors, persons above the rank of Supervisor, and students employed during the school vacation period, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

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

If there is a change in the full-time complement, management agrees to meet with the Union to discuss the nature and implications of the change prior to implementing the change.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are normally done by a person in the unit except for the purpose of instruction or in emergencies when regular employees are not available and provided the aforementioned operation in itself does not reduce the hours of work or pay of any employee. Notwithstanding the above, Supervisors shall not do bargaining unit work except for the purpose of instruction or in emergencies, or unless mutually agreed to between the Parties.

The parties agree to co-operate with the involvement of families and friends, the use of volunteers and other community resources in order to enhance the lives of people we support within the community.

In order to provide job security for Association employees, the Employer agrees that no bargaining unit member will be laid off as a result of the involvement of a

non-bargaining unit person in the lives of the people we support.

- 3.03 a) No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative that may conflict with the terms of this Collective Agreement.

For Live-in Direct Support Professional Only

- b) The parties agree that they must write and sign individual agreements for each home setting. The parties are Employer, Live-in Direct Support Professional and person being supported.

3.04 Right of Fair Representation

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/Advisor(s) shall have fair and reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.05 Union Officers and Committee Members

- a) The Union recognizes and agrees that the Union Representatives have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the Representatives during working hours in order to assist an employee in presenting their grievance. In accordance with this understanding, the Association agrees to compensate the Union Representative at their regular straight hourly rate for the time lost from their regular working hours while servicing grievances or dealing with the Employer on any matter, provided that the Representative first obtains the permission of their Supervisor before absenting themselves from their duties which permission shall not be unreasonably withheld.

- b) Negotiating Committee

The Employer will recognize and pay for the attendance of the Unions Unit chair plus three (3) employees at negotiation meetings. This payment shall be made to the employees whether they were scheduled to work on that day or not. This payment, however, shall only be at the employee's regular rate of pay and for the hours that the employee normally works. Part-time Committee members who attend negotiations for a renewal of the Collective Agreement shall be paid their regularly hourly rate of pay for all hours during negotiations to a maximum of seven and a half (7.5) hours in a day.

3.06 Temporary employees

- a) Definition

A temporary employee is a person hired for a period of not more than twelve (12) months. Where a longer period is required, this shall be arranged by

mutual consent of both parties to this Collective Agreement. If no mutual agreement, then the job must be re-posted temporarily for up to twelve (12) months. Upon notification by the permanent incumbent that they are not returning to their position, the Employer shall post their position immediately as a permanent position. In all cases the conditions of work for temporary employees shall be given to the employee upon commencement. A copy of this document shall be sent to the Union.

b) Condition of Hiring

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

c) A temporary employee will be covered by all terms of the Collective Agreement with the exception of:

a) Article 12 - Promotion and Staff Changes.

However, a temporary employee may apply and will be given consideration for a permanent full-time position and be able to use their seniority accumulated while working temporary full time.

b) Article 13 - Layoff and Recall.

c) Article 18 - Sick Leave.

d) Article 19 - Leave of Absence.

e) Article 22 - Benefits.

f) Articles 18, 19 and 22 will apply to those temporary employees whose term of employment exceeds six (6) months as above. In the event a temporary employee becomes permanent in the same position and has completed three (3) consecutive months in the position, they will automatically become eligible for the Employer sponsored benefit plan.

g) Where temporary employees meet the requirements of the Employment Standards Act, they will receive the Paid Holidays listed in Article 16.

h) Temporary employees shall receive 4% of salary for vacation pay upon termination except where a temporary employee receives a regular position then they shall be entitled to vacation as in Article 17 with their anniversary date being the last date of hire.

d) (i) When an employee is in a temporary full-time position for twelve (12) months, and that position is posted as a permanent full-time position, the employee who has been working in that temporary full-time position shall be deemed qualified for the educational component in

the job posting competition.

- (ii) When a temporary full-time employee is the successful applicant (as per i) above) they shall be eligible to apply for all permanent full-time positions within that classification and be deemed qualified for the educational component in the job posting competition as per Letter of Understanding: DSW Equivalency page 48.
- f) For the calculation of the 12 months, time shall begin to accrue as soon as employee is placed in the temporary position.

Clarification Note:

A permanent full-time employee retains and accumulates all their rights and benefits during the period that they fill a temporary position.

3.07 Definitions

Relief Part-Time employee - One who works on an irregular, "on call", short-notice basis and can elect to accept or decline a shift.

ARTICLE 4 — HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge. In this regard, the parties agree that there shall be no discrimination by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation of activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, disability, nor by reason of this membership or activity in the Union or any other reason.

4.02 Harassment and Violence in the Workplace

Every employee has the right to be free from all forms of harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.

Therefore, the parties agree that they will give their full support to the spirit and intent of the protection provided for under the *Ontario Human Rights Code*, as amended and/or from other legislation that may be enacted from time-to-time, for the purpose of protecting and strengthening these rights.

The parties agree that harassment and violence in the workplace will not be tolerated and will be dealt with in accordance with and as defined by the *Ontario Human Rights Code* and the applicable Employer policies.

ARTICLE 5 — UNION SECURITY AND CHECK-OFF DUES

5.01 Union Membership

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

The Employer shall grant a Representative of the Union thirty (30) minutes to meet with new employees for the purpose of Union Orientation.

5.02 Check-off

The Employer shall deduct from every employee covered by this Agreement Union dues levied by the Union on its members, provided that the Employer is advised of the rate of such dues in writing at least thirty (30) days prior to the effective date of such rate. The Employer agrees to remit in one cheque the total amount so deducted to the National Secretary-Treasurer of the Union one time per month not later than the fifteenth (15) day of the following month for which dues are deducted. The cheque shall be accompanied by information detailing the basis for dues remitted, including the employee's name, dues for the month, total dues for the year-to-date, and hours worked.

5.03 Dues Receipts

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

ARTICLE 6 — CORRESPONDENCE

6.01 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Unit Chairperson and National Representative. The Union shall inform the Employer in writing of the names of the Unit Chairperson, Stewards and any other elected Committee Representatives, the National Representative and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or their designate.

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

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

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive in December and July each year.

ARTICLE 7 — LABOUR MANAGEMENT COMMITTEE

7.01 Representation

The Employer and the Union agree that those employees appointed or elected pursuant to the terms of this Agreement shall be recognized as the Stewards, Negotiating Committee, and representatives to the Labour/Management Committee simultaneously for the purposes of this Collective Agreement.

7.02 Labour Management Committee

The Employer and the Union shall each name up to four (4) representatives to the Labour/Management Committee which shall meet at least once every third month per calendar year at times mutually agreed upon by the parties. The purpose of the meetings will be to discuss matters of mutual interest and concern to the parties.

Workload concerns shall be a standing agenda item at Labour/Management Committee meetings.

Employees shall use the standard form to detail their workload concerns and any suggested resolutions. The parties shall discuss potential ways to respond to each employee regarding their specific concerns including any course of action the Employer deems appropriate. The parties shall discuss a process for assessing and redistributing the workload where possible.

7.03 In all meetings between the parties, the Union shall have the right to be assisted by a representative of CUPE and the Employer shall have the right to be assisted by a consultant or by legal counsel.

7.04 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

ARTICLE 8 — GRIEVANCE PROCEDURE

8.01 A grievance is a written complaint by a party hereto relating to the application, interpretation, administration, or alleged violation of this Collective Agreement.

8.02 Grievance Procedure

Step 1 - Complaints

It is understood that an employee has no grievance until they have first discussed their complaint with their immediate Supervisor and offered them an opportunity to resolve the complaint. This complaint shall be reduced to writing. The discussion between the employee and the immediate Supervisor shall take place within five (5) working days after the circumstances giving rise to the complaint

have occurred or within five (5) working days of when the grievor ought reasonably to have become aware of the circumstances giving rise to the complaint.

The Supervisor will have five (5) working days to respond in writing.

Step 2

Within five (5) working days after the response is given under Step 1 the grievor shall submit the written grievance to the Executive Director or their designate. The Executive Director or their designate shall meet with the grievor and their Steward and unit chairperson or their designate to review the grievance within five (5) working days following receipt of this grievance. The Executive Director or their designate will deliver their written response to the grievor with a copy to the Union within five (5) working days from the day on which the grievance meeting was convened.

Step 3 - Mediation

Failing to reach a satisfactory settlement at Step 2 of the Grievance Procedure and prior to proceeding to arbitration, the Parties may mutually agree to refer the grievance to mediation. The Party seeking mediation must inform the other Party in writing within fifteen (15) working days of receipt of the written response at Step 2, that they wish to exercise the option of proceeding to a mediated settlement and within five (5) days of this notice, the Parties shall decide whether to proceed to mediation and also shall agree upon the name of a Mediator.

Step 4 - Arbitration

Failing a satisfactory settlement being reached at Step 2 or Step 3, as the case may be, either party may refer the dispute to Arbitration within fifteen (15) days if after Step 2 response or five (5) days if after Step 3 - Mediation.

8.03 Grievance Procedure

All Live-in Direct Support Professional grievances will be referred to a Grievance Mediation Officer at Step 2 except discharge or suspension grievances in which case mutual consent is required. Failing resolve at G.M.O. either party may refer the dispute to Arbitration within fifteen (15) days.

8.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs; or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

8.05 Replies in Writing

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

ARTICLE 9 — ARBITRATION

9.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall select an impartial chairperson.

9.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson, within fifteen (15) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

9.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding.

The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

9.04 Disagreement on Decision

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

9.05 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) One half of the fees and expenses of the Chairperson.

9.06 Sole Arbitrator

The parties may agree to have the grievance submitted to a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

9.07 Arbitrator to be Uninvolved

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

9.08 Board Procedure

The Board may determine its own procedure, subject to any relevant statutory provisions, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.

9.09 Amending of Time Limits

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

9.10 "Working day as referred to in Article 8, 9 and 10.02 and 10.04 mean Monday to Friday and excludes Saturday, Sunday and paid holidays."

ARTICLE 10 — DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Discharge and Discipline Procedure

An employee may be dismissed, or disciplined, but only for just cause. Such employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline, or discharge.

10.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure, Step 1 of the grievance procedure shall be omitted in such cases. Such grievance shall be filed within five (5) working days of the suspension or discharge.

10.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the Discharge and Discipline Notice to the employee, unless additional evidence could not reasonably have been known to the Employer at the time of discipline or discharge.

10.04 Discharge

A claim by an employee who has completed the probationary period, that they have been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Executive Director at Step 2 of the grievance procedure within five (5) working days after the employee ceases working for the Employer. Such special grievance may be settled by:

- a) Confirming Management's action in dismissing the employee, or
- b) Reinstating the employee with full compensation for time loss, or
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of the Board of Arbitration.

10.05 The parties recognize that the termination of a probationary employee may be the subject matter of the grievance and arbitration procedures where it is alleged that the Employer's discretion to terminate has been exercised in an arbitrary, discriminatory, or bad faith manner. The parties specifically agree that the appropriateness of the termination of a probationary employee is a matter for the discretion of the Employer. Provided that the exercise of discretion in the termination of a probationary employee has not been arbitrary, discriminatory, or exercised in bad faith, then the Employer will have established cause for termination of a probationary employee.

10.06 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel.

10.07 Personnel Records

An employee shall have the right upon giving reasonable notice to the Employer, to have access to and review their personnel record in the presence of the Human Resources Manager or their designate during office hours at a time mutually agreed upon by the employee and the Employer. An employee shall have the right to request copies, which will be provided within a reasonable period of time by the Employer, of any material contained in their personnel record.

10.08 Employee Record

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

ARTICLE 11 — SENIORITY

11.01 a) Seniority defined – Full-time

Seniority, for full-time employees, is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification. Seniority shall be used in determining preference or priority for promotions, transfer, demotion, layoff, permanent reduction of the workforce and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

b) Seniority Defined (Live-in Direct Support Professional)

- i. Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement.
- ii. The formula for calculating seniority will be 1950 hours per year. Any hours worked in excess of 1950 per year shall not count towards seniority.

Live-in Direct Support Professional have no bumping rights.

- iii. Seniority shall be the factor used in determining preferences for Live-in Direct Support Professional position where the applicants are deemed qualified.

c) Seniority Defined – Part-time

- a) Seniority is defined as the length of service in the bargaining unit since the employee's last date of hire and shall include service with the Employer prior to the certification. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement.
- b) The seniority of employees shall accumulate for each hour worked according to the following formula:

1950 hours worked shall be deemed to be equivalent to one-year seniority. Any hours worked in excess of 1950 per year shall not count towards seniority.

- c) Seniority shall operate on a bargaining unit wide basis

11.02 Seniority List

The Employer shall maintain two (2) seniority lists (one [1] full time and one [1] part time), showing the current classification and the date upon which each employee's service, seniority date, and the hours worked. Where two or more employees commence work on the same day, preference shall be in accordance with the first alphabetical order of surname. Up-to-date seniority lists (full-time and merged full-time/part-time) shall be sent to the Union and posted in the union folder on SharePoint in January and July of each year.

11.03 Probation for Newly Hired employees

A newly hired full-time employee shall be on probation for the first three (3) months of their employment. This three (3) month period may be extended further to a maximum of six (6) months in total by mutual agreement between the Parties. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except the grievance and arbitration procedures with

respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

- a) A newly hired non-full-time employee shall be on probation for the first four hundred and fifty hours (450 hrs.) of their employment. This four hundred and fifty hours (450 hrs.) may be extended further to a maximum of nine hundred hours (900 hrs.) in total by mutual agreement between the Parties. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except the grievance and arbitration procedures with respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.
- b) Should a full-time employee transfer to a part-time position they shall take all of their seniority with them based on the formula stated in 11.01.

11.04 Loss of Seniority

An employee shall only lose their seniority and shall cease to be an employee, in the event:

1. They are discharged for just cause and is not reinstated.
2. They resign in writing and does not withdraw within two days.
3. They fail to return to work within fifteen (15) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to a position of a duration of three months or less, to such employment will not result in termination of seniority and will not prejudice their right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination not to exceed two weeks to accept the recall.
4. Is absent from work due to sickness, disability, or accident for a period of twenty-four (24) months.
5. A full-time employee is absent from work for five (5) consecutive days without notification unless a satisfactory reason is given. A part-time employee is absent from work for three (3) shifts within five (5) calendar days without notification unless a satisfactory reason is given.
6. Is absent from work while on layoff for a continuous period in excess of twenty- four (24) months.

11.05 a) Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to their former position in the bargaining unit during their trial period, which shall be a maximum of six (6) months. If the employee's former

position no longer exists, they shall be assigned regular hours of work equivalent to when they left the bargaining unit. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

b) Should an employee apply for and receive a temporary position as in Article 3.06, Article 11.05 (a) shall apply, except that six (6) months shall be (12) twelve months.

c) Transfer of Seniority Within Bargaining Units

- i. Where a full-time or part-time employee transfers from one classification to another, seniority will be calculated based on 1950 hours equals one (1) year of service and vice-versa.
- ii. No employee shall convert more than 1950 hours (= 1 year) of seniority per calendar year when transferring from one classification to another.
- iii. When doing the calculations of converting seniority, it is further understood that in the event that two or more employees have the exact seniority, preference shall be in accordance with the date of hire into the agency. In the event these same employees were hired into the organization on the same day, preference shall be in accordance with the first alphabetical order of surname.

ARTICLE 12 — PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

- a) When a new position is created or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, save and except those excluding in 3.01 which the Employer decides to fill, the Employer shall immediately notify the Union, in writing, and post notice of the posting indicating clearly whether it is temporary or permanent, on the SharePoint and AIMS platforms, for a minimum of one (1) week so that all members will know about the vacancy or new position. Within three (3) weeks of the initial job posting the Employer shall inform the Union, in writing, of the results of the job posting. It is understood that a temporary vacancy of less than three (3) months need not be posted.
- b) When an employee applies for a lateral transfer, it is understood that such employee may not reapply for another lateral transfer for six months.

12.02 Part-time Workers

- a) Where hours of work become available at a location(s), the Employer may offer the available hours of work on a voluntary basis and in accordance with seniority to one or more of the regular part-time employees who are on the location list at the location(s) where the work is available, subject to article 14. If there is no regular part-time employee on the location list who

volunteers to perform the work the Employer may assign the work on a voluntary basis and in accordance with seniority to employees on the relief list for that location.

- c) It is understood and agreed that should hours of work become available which the Employer decides to fill, the Employer may utilize the provision of Article 12.02 prior to posting.

12.03 Information in Posting

Such notice shall contain the following information:

- a) Nature of the position
- b) Qualifications
- c) Required knowledge & education
- d) Skills
- e) Shifts
- f) Hours of work
- g) Wage or salary rate or range
- h) Location
- i) Number of hours and current scheduled times, where applicable, for part-time positions

12.04 Outside Advertising

It is understood that all internal candidates will be considered before any external candidate.

12.05 Role of Seniority in Promotions, Transfers and Staff Changes

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

- 1) The seniority of each employee concerned.
- 2) The qualifications, skills, experience necessary to do the job effectively.
- 3) Specific needs of the supported individuals. Where the requirements under (2) and (3) are for all intents and purposes relatively equal between two or more employees, seniority shall govern. In making its decision, the Employer will not act in an arbitrary manner.

Part-time employees may apply for full-time vacancies if no qualified full-time employees exist and shall be considered prior to any external candidate.

Full-time employees may apply for part-time vacancies if no qualified part-time employees exist and shall be considered prior to any external candidate.

12.06 Trial Period

The successful applicant for a full-time position shall be given a trial period of three (3) months. This three-month period may be extended further to a maximum of six (6) months in total by mutual agreement of the parties. During the trial period the Employer will provide the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent in the position. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, they will be returned to their former position, and wage rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to their former positions and wage rate without loss of seniority.

The successful applicant for a part-time position shall be given a trial period 3 months. This trial period may be extended further to a maximum of 6 months in total by mutual agreement of the parties. During the trial period, the Employer will provide the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course.

Conditional on satisfactory service, the employee shall be declared permanent in the position. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, they will be returned to their former position, and wage rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions, shall be returned to their former position and wage rate, without loss of seniority.

12.07 Notification to employee and Union

The name of the successful applicant shall be posted on Aims and SharePoint within two (2) weeks of the position being filled. The Union shall be notified of all promotions, demotions, hiring's, layoffs, transfers, recalls, resignations, retirement, deaths or other terminations of employment in the bargaining unit.

12.08 Promotions Requiring Higher Qualifications

If no employee is appointed to a vacancy in accordance with Article 12.04, then consideration for promotion will be given to the applicant with the greatest seniority who does not possess all the required qualifications, who is preparing for a qualification and whose work experience is sufficient to justify consideration. If granted the job the employee will be given an opportunity to qualify within the trial period determined in Article 12.05. Should an employee so reclassified fail to meet the position requirements they can revert to their former position without loss of seniority.

12.09 Should a grievance be filed over a job posting, upon request, the Union shall be provided with full disclosure of questions, responses, and scoring of the grievor and the successful applicant.

ARTICLE 13 — LAY-OFFS AND RECALLS

13.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

13.02 a) Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

For the sake of clarity, a full-time employee may only bump a part-time employee where there are no other full-time employees who may be bumped. A part-time employee may only bump another part-time employee.

- b) Seniority shall be bargaining-unit wide, but no live-in Direct Support Professional shall be bumped by another employee moving into, between or out of a live-in Direct Support Professional's position.

13.03 Recall Procedure

Employees shall be recalled in the order of their seniority providing they are qualified to do existing work. For the sake of clarity, a full-time employee may only be recalled to a full-time position and a part-time employee may only be recalled to a part-time position.

13.04 No New employees

New employees shall not be hired until those laid off who are qualified have been given an opportunity of recall.

13.05 Advanced Notice of Layoff

- a) Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact at least sixty (60) days in advance of the notice provided under b). When meeting to discuss a reduction of hours the Employer will explore ways with the Union that seniority may be applied in any reduction of hours.
- b) In the event of a layoff of a permanent or long-term nature the Employer will provide to the affected employee(s), if any, a written notice of not less than three (3) weeks or the period stipulated in the Employment Standards Act of Ontario (whichever is greater) or pay in lieu thereof, including any employee

who may be bumped.

13.06 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

13.07 Benefits on Layoffs

In the event of a layoff of a full-time employee, the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period provided for in Article 13.05, provided the employee pays their share (if applicable).

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

13.08 Retaining Seniority on Lay-Off

Laid-off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.

13.09 An employee in receipt of notice of lay off may:

- a) Accept the layoff; or
- b) Bumping

Displace another employee who has lesser bargaining unit seniority if the employee originally subject to layoff is qualified 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 of the provisions pertaining to notice of layoff.

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

- 13.10 a) An employee shall have opportunity of recall from a layoff to an available opening in order of seniority provided they are qualified and able to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure shall not apply until the recall process has been completed.
- b) In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.
- c) An employee recalled working in a different classification from which they

were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

- d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. At the same time, the Employer shall also notify the Union of any recall opportunity. 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 and the rate of pay. The employee is solely responsible for their proper address being on record with the Employer.
- e) employees on layoff 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 layoff.

13.11 Live in Direct Support Professional

If differences are not reconcilable between the Live-in Direct Support Professional and the person being supported, the worker will be released from the duties and responsibilities of this position but shall remain a member of the bargaining unit with all seniority applying in accordance with 11.01(b). The Employer will endeavor to find other work for the Live-in Direct Support Professional to perform. If the Employer is unable to provide work, the Live-in Direct Support Professional or will be deemed to be laid off.

ARTICLE 14 — HOURS OF WORK

14.01 a) Full-time Hours of Work

The full-time normal hours of work shall be between seventy-five (75) and eighty (80) hours of work in a two (2) week period.

Live in Direct Support Professional

- b) The regular hours of work Monday to Friday will be from 5:00 p.m. until 8:00 a.m. the following morning. The hours from 8:00 a.m. to 5:00 p.m. Monday to Friday, the Live-in Direct Support Professional will be free from the performance of normal or regular duties. On average, it is understood that within the work period of 5:00 p.m. to 8:00 a.m. the following day, eight (8) hours will be considered sleep, two (2) hours will be considered rest and for personal business. On weekends, the work period will be from 8:00 Saturday to 8:00 a.m. the following Monday, sixteen (16) hours will be considered sleep, four (4) hours will be considered rest and for personal business, and ten (10) hours will be free from the performance of normal or regular duties.

14.02 Part-Time Hours of Work

- a) The normal hours of work, for part-time hours of work, shall not regularly be more than ninety-six (96) paid hours averaged over a four (4) week period subject to Article 14.02 (d).

- b) The normal hours of work for students during the school vacation period shall be up to 44 hours per week.
- c) No part-time employees shall be required to work in excess of (12) twelve consecutive hours or less than three (3) consecutive hours without mutual Agreement between the employee and Employer.
- d) i) It is understood that all qualified part-time employees will be given the opportunity to work up to eighty (80) hours bi-weekly to cover full-time and part-time vacation, sick time, lieu time, attendance at training events and bereavement leave prior to the offering of overtime hours to either full or part-time employees. Part time employees' hours earned attending a mandatory training event will not be subject to the 96 hour in a 4 week rule.
 - ii) Part-time employees shall be offered these additional hours before the Employer offers vacation replacement hours to summer students.
- e) The overnight sleep/stand-by position shall be no more than twelve (12) consecutive hours, half of which are asleep. The regular hours for the overnight sleep position shall be from 10:00 p.m. until 10:00 a.m. Stand-by time is defined as the time in which staff are permitted to sleep but must remain in the residence to respond to emergencies or incidents that may arise. Stand-by rates shall only apply for the portion of the shift that staff is permitted to sleep to a maximum of half the hours scheduled.

All hours shall be considered time worked. The scheduling of stand-by hours shall not be included in the calculation of hours for the purposes of Article 14.02 but shall apply for all other Articles of the Collective Agreement.
- f) Work schedules will be posted at least two (2) weeks in advance and will not be changed without mutual agreement between the employees and the Employer.
- g) No employee shall be required to work a split shift. This does not apply to employees in the position of Bus Driver.
- h) No employee shall be required to work for more than seven (7) consecutive days unless by mutual agreement.
- i) Subject to the Employer's approval, employees within the same classification may be allowed to trade scheduled hours of work or days off providing that if required, such a request is submitted in writing to the Employer in advance of the change and signed by the employees involved in the change. Such mutual exchange of scheduled hours or days off shall not result in overtime compensation to either of the employees.
- j) When extra hours become available at a work location, the Employer shall offer them to employees whose regular assignment is to that work location(s), in order of seniority, and then to employees oriented to the work location in order of seniority subject to Article 14.02 (a) & (d).
- k) It is understood and agreed that the normal hours of work established by this

Article and the provisions for payment of overtime shall not be construed as a guarantee of any hours of work nor of working schedules.

14.03 Rest Periods

- a) Employees who work more than three (3) hours and less than five (5) hours will be granted a fifteen (15) minute rest period at the work location without loss of pay during their scheduled hours of work as near to the mid-point as possible.
- b) Employees who work more than five (5) consecutive hours will be granted an additional fifteen (15) minute rest period at work location without loss of pay employees who work in excess of five (5) consecutive hours will be granted a thirty (30) minute meal break in accordance with the Employer's meal practice for full time employees.
- c) It is agreed that should any employee who is scheduled overnight and is called upon to deal with supported peoples' needs in any manner during the stand-by time will receive their regular rate for all time spent dealing with those needs, not the minimum wage stand-by rate.
- d) It is also agreed that overnight staff who are obligated to remain awake and available to supported people who require continuous supervision on an overnight shift will receive their regular rate for the entire shift, not minimum wage stand-by rate.

14.04 Accommodation Supports – Full-time

The normal hours of work shall be seventy-five (75) or eighty (80) hours per pay period inclusive of a paid lunch period of one-half (1/2) hour per day.

a) Day Shift Monday to Friday

The regular hours of work shall be between 7 a.m. and 7 p.m. Each shift shall be no longer than (10) ten consecutive hours or less six (6) consecutive hours.

b) Afternoon Shift Monday Through Friday

The regular hours of work shall be between noon and 12.00 midnight. Each shift shall be no longer than ten (10) consecutive hours or less than six (6) consecutive hours.

c) Midnight Shift

The regular hours of work shall be between 10.00 p.m. and 10.00 a.m. Each shift shall be no longer than ten (10) consecutive hours or less than eight (8) consecutive hours unless mutually agreed to by the employee and the Employer.

d) Weekend

Day shift - 7.00 a.m. - 9.00 p.m.
Afternoon - 12 noon - 12 midnight
Night - 10.00 p.m. - 10.00 a.m.

All of the weekend shifts shall consist of no less than eight (8) consecutive hours or more than ten (10) consecutive hours unless mutually agreed to by the employee and the Employer.

e) Overnight Sleep Position

The regular hours of work shall be 10.00 p.m. - 10.00 a.m. Each shift shall consist of eight (8) or ten (10) consecutive hours, half of which are asleep.

Stand-by time is defined as the time in which staff are permitted to sleep but must remain in the residence to respond to emergencies or incidents that may arise. Stand-by rates shall only apply for the portion of the shift that staff is permitted to sleep, to a maximum of half the hours scheduled.

All hours shall be considered time worked.

It is agreed that should any employee who is scheduled overnight and is called upon to deal with supported peoples' needs in any manner during the stand-by time will receive their regular rate for all time spent dealing with those needs, not the minimum wage stand-by rate.

It is also agreed that overnight staff who are obligated to remain awake and available to supported people who require continuous supervision on an overnight shift will receive their regular rate for the entire shift, not minimum wage stand-by rate.

f) Days Off – Full-time

Days off shall be scheduled in such a manner as to provide equal distribution of free weekends (i.e., Saturday and Sunday). Staff shall not be required to work more than seven (7) consecutive days without a day off.

Full-time employees shall receive two (2) weekends off within a twenty-eight (28) day period unless otherwise agreed.

Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off except where otherwise mutually agreed. This provision shall not apply to single vacation days or lieu days or statutory holidays.

g) Work Schedules

Work schedules will be posted at least four (4) weeks in advance and will not be changed without mutual agreement between the employees and the Employer.

h) Split Shifts

There shall be no split shifts.

i) Exchange of Shifts

Subject to the immediate manager's approval, employees within the same classification may be allowed to trade shifts or days off providing that if required such a request is submitted in writing to the Employer in advance of the change and agreed to in writing by both employees involved in the change. Such mutual exchange of shifts or days off shall not result in overtime compensation to either of the employees.

Part-time employees will be permitted to giveaway up to three (3) shifts per calendar year provided the following conditions are satisfied:

- a) the employee provides advanced notice to their supervisor of no less than 72 hours
- b) the employer will agree on set dates.
- c) the employee arranges for the shift to be filled; and
- d) the employee filling shift does not result in overtime or is otherwise compliant with the hours or work provisions of the collective agreement or the Employment Standards Act.

14.05 C.P.P.

Regular hours of work shall be between the hours of 6.00 a.m. and 12.00 midnight, inclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch break. Hours of work shall be worked as seven and a half (7.5) consecutive hours, Monday to Friday, where possible, or as mutually agreed upon by the Direct Support Professional and their Manager. Saturday and Sunday work may be required from time to time. Such hours shall be included in the regular weekly hours of work.

14.06 S.I.L.

Regular hours of work shall be between the hours of 6.00 a.m. and 12.00 midnight, exclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch break. Hours of work shall be worked as eight (8) consecutive hours, Monday to Friday, where possible, or as mutually agreed upon by the Direct Support Professional and their Supervisor. Saturday and Sunday work may be required from time to time. Such hours shall be included in the regular weekly hours of work.

14.07 Maintenance

The regular hours of work shall start no earlier than 6.00 a.m. and end no later than 10:00 p.m. There will be no split shifts except where mutually agreed to by the employee and the Employer. Hours shall be no more than ten (10) consecutive hours or less than six and one half (6.5) consecutive hours Monday to Friday

inclusive including a one-half hour (1/2) unpaid lunch.

14.08 All of the above employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift or shall be provided with an alternate equivalent arrangement.

14.09 The above hours of work may be changed upon agreement of the parties.

14.10 The live-in Direct Support Professional will have one (1) weekend in four (4) (5.00 p.m. Friday to 5:00 p.m. Sunday, or 8:00 a.m. Saturday to 8:00 a.m. Monday (forty-eight (48) consecutive hours) free from the performance of normal or regular duties.

14.11 Reporting Pay

When an employee is called or reports for scheduled hours of work and no work is available, the employee shall be paid for a minimum of three (3) hours at their regular straight time hourly rate if the employee is not provided alternate work.

ARTICLE 15 — OVERTIME

15.01 a) Overtime Defined

All time worked before or after the regular daily hours, the regular bi-weekly hours as set out in Article 14, or on a paid holiday as provided in Article 16.01 shall be considered overtime for full-time employees.

All time worked beyond eighty (80) hours in a bi-weekly pay period, by a part-time employee, shall be considered as overtime and paid at the rate of time and a half. Students shall be paid at the rate of time and a half for all hours worked in excess of forty-four (44) hours per week.

b) (Overtime for Overnight Sleep Position)

Overtime worked for an overnight shift will be calculated at five hours (5) at O.T. rate at awake pay level and five (5) hours OT rate at sleep pay level.

Overtime worked for any other shift will be paid at O.T. rate for all hours worked at awake pay level.

c) (Live-in only)

All time worked during the hours defined as personal time, and during the hours of 8:00 a.m. to 5:00 p.m. daily shall be considered overtime and shall be paid at the rate of time and one-half.

d) (Live-in only)

Sleep time shall be paid at straight time for all hours the employee is required to be awake. (Sleep hours shall be from 11 p.m. — 7 a.m.)

15.02 a) Compensation for Work on The Eighth Consecutive Day

Overtime on the eight (8th) consecutive day shall be paid for at the rate of time and one half.

b) (Live-in only)

All overtime shall be paid out. There shall be no banking of lieu time or no layoffs to compensate for overtime worked.

15.03 Compensation for Work on Paid Holidays not Regular Scheduled

Overtime work on a paid holiday, by a full-time employee, when the employee was not scheduled to work shall be paid at the rate of time and one half (1.5) plus another day off without loss of regular pay at a time mutually agreed upon.

15.04 Compensation for Work on Paid Holidays not Regularly Scheduled

Overtime work on a paid holiday, by a part-time employee, when the employee was not scheduled to work shall be paid at the rate of double time and one-half (2.5) for all overtime hours worked.

15.05 Payment for or Supply of Meals

When an employee, other than an employee in the Employer's Residential Program, is required to work more than two (2) hours overtime after normal quitting time which time is continuous from the normal work hours, and such employee has not received at least twenty-four (24) hours' notice prior to the commencement of the overtime, such employee shall be entitled to a meal allowance of twenty dollars (\$20.00) on each such occasion.

15.06 No Layoff to Compensate for Overtime

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

15.07 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work on the following basis:

- a) employees wishing to work overtime will indicate their preference on the scheduling platform in use by the employer.
- b) Overtime will be offered first to full-time employees in descending order of seniority and then to part-time employees in descending order of seniority who are eligible and qualified. If more than one (1) employee has agreed to work on any given day or weekend, the choice of shift and location will be given to the next eligible qualified senior employee. On weekends employees may choose up to two (2) shifts on each offer.

Note: It is understood that all qualified part-time employees will be given the opportunity to work up to seventy-five (75) hours bi-weekly to cover full-time and part-time vacation, sick time, lieu time, attendance at training events and bereavement leave prior to the offering of overtime hours to either full or part-time employees.

- c) Where there are no qualified employees in the overtime call back on the scheduling platform to perform the required overtime, the Employer may ask for volunteers amongst the employees. Under no conditions shall an employee be ordered in to do overtime hours if they have not been orientated to work in that particular location. If there are no volunteers, then the Employer has the right to require the most junior qualified employee to perform the work.
- d) employees who have been offered overtime and refuse overtime or who could not be reached by the Employer will be bypassed.
- e) When an employee is ordered in to cover a shift and is, at the time, working a scheduled shift, full-time employees shall not be required to work more than 2 consecutive shifts without their consent.

When an employee is ordered in to cover a shift and is, at the time, not working a scheduled shift, full-time employees shall not be required to work more than 2 consecutive ordered shifts without their consent.

- f) When a part-time employee is ordered in to cover a shift and is, at the time, working a scheduled shift, a part-time employee shall not be required to work more than 2 consecutive shifts without their consent.

When a part-time employee is ordered in to cover a shift and is, at the time, not working a scheduled shift, a part-time employee shall not be required to work more than 10 consecutive ordered hours without their consent.

- g) A Union Representative will have the right to look at the scheduling platform process/preferences at any time.

15.08 Call Back Pay Guarantee

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employees' regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.

15.09 Time Off in Lieu of Overtime

- a) Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time which is mutually agreed upon. Such agreement not to be unreasonably withheld. All overtime must be taken within the fiscal year. All overtime worked from January to March must be taken in payment only.

Lieu Time Accumulated for Overnight Sleep Position

- b) If staff request to take lieu time instead of payment, we will utilize two lieu banks, one for awake hours and one for sleep hours.

Regarding the transition from existing lieu time banks, the following calculation will be applied. If a staff wishes to take a 10 hour shift off in lieu and does not have any sleep hours in their sleep bank, they will utilize 7.5 hours from their awake bank to cover the shift.

In the event a non-overnight staff does an overnight sleep shift, they will earn time and one half at minimum wage rate to be paid out and time and one half at regular rate either paid out or to lieu bank.

ARTICLE 16 — PAID HOLIDAYS

16.01 The Employer recognizes the following as paid holidays:

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

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

The float holiday to be (up to 7.5 hours for part-time employees) taken as follows:

- a) No more than three (3) employees at one time.
- b) Employees to give Employer thirty (30) days' notice prior to taking float unless otherwise mutually agreed.
- c) Notwithstanding (a) above, no more than one (1) employee may be off on a float holiday at any one time from one location.
- d) Seniority to govern.
- e) The float holiday for Live-in Direct Support Professionals shall be paid out on a mutually agreed date.

16.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day then the following Monday and/or Tuesday shall be the holiday unless otherwise agreed to alternate days by both parties.

16.03 a) Pay for Regularly Scheduled Work on a Paid Holiday – Full-time

A full-time employee who is scheduled to work shall be paid at the rate of time and one half (1.5) plus another day with pay, in lieu of holiday pay, in accordance with the *Employment Standards Act* formula at a time mutually agreeable. Full-time Live- in Direct Support Professional shall be paid two and one half (2.5) times the hourly rate for all hours worked.

b) Pay for Regularly Scheduled Work on a Paid Holiday – Part-time

A part-time employee who is scheduled to work a paid holiday listed in article 16.01 shall be paid the rate of one and one-half (1½) times the regular straight time hourly rate for actual hours worked on such holiday. In addition to a) above and, subject to the criteria in Article 16.05 the part-time employee will receive payment for the statutory holiday calculated pursuant to Article 16.05.

16.04 Compensation for Paid Holidays Falling on A Scheduled Day Off (FT)

When any of the above noted paid holidays fall on a full-time employee's scheduled day off, the employee shall receive another day off with pay on the next scheduled day. Holiday pay shall be in accordance with the *Employment Standards Act* formula. The maximum hours for a stat is 7.5 (seven and one half) hours for employees working 75 (seventy-five) hours in a 2 (two) week period or 8.0 (eight) hours for employees working 80 (eighty) hours in a 2 (two) week period.

16.05 Compensation for Paid Holidays Falling on a Scheduled Day Off (PT)

A part-time employee who is not required to work on a paid holiday will receive holiday pay for the holiday based on the formula as set out in the *Employment Standards Act* as amended from time to time.

Such payment for holiday pay is conditional upon an employee working their last regularly scheduled day of work before the public holiday and all of their regularly scheduled day of work after the public holiday unless there is reasonable cause for such absence.

16.06 Stat Lieu Days

Where an employee is entitled to a lieu day, they shall be permitted to take such time off at a time which is mutually agreeable to the Employer and the employee within a sixty (60) day period of the Statutory Holiday.

Note: 16.06 does not apply to Live in Direct Support Professionals.

16.07 Full -time employees shall be scheduled to be off work New Year's Day, Christmas Day, Boxing Day, and the last 4 hours on a full-time employees last regularly scheduled day or shift prior to Christmas Day.

ARTICLE 17 — VACATIONS

17.01 Length of Vacations

A full-time employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

One Years' Seniority or More 18 working days
Five Years' Seniority or More 23 working days
Ten Years' Seniority or More 28 working days

Full-time staff working less than 37.5 hours per week will have the earning of vacation credits prorated according to the number of hours worked.

Each year in January, employees will be given their annual vacation allotment for that year.

Overnight Sleep Position

All overnight awake and asleep hours will be counted towards calculation of entitlement. Therefore, for a ten (10) hour O/N Sleep Position, vacation will be earned based on ten (10) hours per shift and deducted at ten (10) hours per shift for a vacation day.

17.02 Compensation for Holidays Falling Within Vacation Schedule

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

17.03 Vacation Pay

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

17.04 Vacation Pay on Termination

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

17.05 Vacation Schedule

Each employee shall request their vacation by April 1st. Vacation shall be reviewed and granted in order of seniority during the posting period. The Employer shall finalize the vacation schedule and post by May 1st. Once vacation schedules are posted on the scheduling platform the vacation shall not be altered except by mutual agreement between the employee and Employer and Union. Requests received after April 1st shall be reviewed and granted on a first requested basis and shall not be altered except by mutual agreement between the employee and Employer and Union.

17.06 Unbroken Vacation Period

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

17.07 Should an employee have an immediate family member (i.e. mother, father, child, spouse, providing employee is residing with that spouse) pass away during their vacation period, it is the employees responsibility to notify the Employer and provide documentation as soon as possible to ensure that the appropriate amount of bereavement leave as allowed in Article 19.02 shall be substituted in place of vacation leave.

17.08 Vacations for Part-time employees

Employees with less than five (5) years of continuous service shall receive vacation pay equal to four percent (4%) of the employees' wages earned on a bi-weekly basis. Employees with five (5) or more years of continuous service shall receive vacation pay equal to six percent (6%) of the employees' wages earned on a bi-weekly basis. Vacation pay will be accrued and paid out in the first pay period in June and December of each calendar year.

A regular part-time employee with more than one year of continuous service as of January 1st of any year shall be entitled to take an unpaid vacation leave of absence as follows:

More than 1 year and less than 10 years of seniority 3 weeks per year
10 years or more of seniority 4 weeks per year.

ARTICLE 18 — SICK LEAVE PROVISION

18.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick, or disabled, or because of an accident for which compensation is not payable under the *Worker's Safety and Insurance Act*.

18.02 Amount of Paid Sick Leave

Sick leave, for full-time employees, shall be earned at the rate of one and one-half (1.5) days for every month an employee is employed. Full-time staff working less than 37.5 hours per week will have the earning of sick credits prorated according to the number of hours worked. New employees will be credited with one and one half (1.5) days sick leave per month upon successful completion of probation.

Permanent part-time staff will have two (2) paid sick days per year. These days will not be carried over and shall not accumulate.

Overnight Sleep Position

All overnight awake and asleep hours will be counted towards calculation of entitlement. Therefore, for a ten (10) hour O/N Sleep Position, sick leave will be earned based on ten (10) hours per shift and deducted at ten (10) hours per shift for a sick day.

18.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for his future benefits to a maximum of one hundred and twenty (120) days.

Balance of sick time will be shown in days and hours.

18.04 Illness in the Family

- a) Where no one at home other than the employee can provide for the needs during illness of an immediate member of their family, a full-time employee shall be entitled, after notifying their Supervisor, to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill.
- b) Immediate family member is defined as child, spouse, other dependent family member living within the employee's home or parent living outside of employee's home.

The Employer may request a certificate for a family member to confirm proof of illness from a medical practitioner.

18.05 Deductions from Sick Leave

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

18.06 Proof of Illness

An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties due to illness. The Employer may request a certificate after one (1) day absence due to illness for just cause. The Employer shall be responsible for the cost of any requested note to a maximum of twenty (\$20.00) dollars.

18.07 Sick Leave During Leave of Absence and Layoff

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

Employees who are on a leave of absence greater than thirty (30) days shall retain their sick leave credits but shall receive no further accumulation beyond the thirty (30) days.

18.08 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the number of hours of sick leave accrued to their credit.

ARTICLE 19 — LEAVE OF ABSENCE

Issues arising out of Articles 19.03 through 19.08 shall be dealt with on an individual basis for Live-in Direct Support Professional.

19.01 Union Leave

Upon request to the Employer, an employee elected or appointed to represent the Union shall be allowed leave of absence with pay and benefits. All requests must be in writing. The Union shall reimburse the Employer for the amount of wages paid to the employee during the leave of absence upon request from the Employer. It is understood that all qualified part-time employees will be given the opportunity to work up to seventy-five (75) hours bi-weekly to cover full-time and part-time Union leave.

19.02 Paid Bereavement Leave

A full-time employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave, without loss of pay, or benefits, in the case of the death of a spouse, parent, step-parent, common-law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparent, grandparent, grandchild, aunt, uncle, niece, nephew, former guardian, ward and fiancée, or any other relative who has been residing in the same household. Where the burial occurs outside the province, and the employee is attending the funeral, such leave shall also include reasonable travelling time. The entire leave will not exceed a total of seven (7) consecutive working days. Proof of death may be requested by the Employer.

A part-time employee shall be granted a minimum of five (5) consecutive scheduled work days leave in a seven (7) day period, without loss of remuneration, in the case of the death of a spouse, parent, common-law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparent, grandparent, grandchild, aunt, uncle, niece, nephew or fiancée. Where the burial occurs outside the province, and the employee is attending the funeral, such leave may be extended by two (2) consecutive scheduled workdays up to a total of seven (7) consecutive workdays in the seven (7) day period). Proof of death may be requested by the Employer. If burial or celebration of life takes place at a later time, employees can use one (1) day at the time of notification of death and the remaining days for the funeral/celebration of life.

An employee may be allowed up to one (1) day off using vacation or lieu time for the purpose of attending the funeral of someone other than those listed in Article 19.02

An employee shall be granted one (1) day off with pay if on shift when a supported person dies.

19.03 Protection During and Length of Maternity Leave/Parental Leave

Employee shall receive maternity/parental leave in accordance with the *Employment Standards Act*.

19.04 Seniority Status. During Maternity Leave

While on maternity leave an employee shall retain their full employment status and rights and shall accumulate all benefits under this Collective Agreement. For part-time employees, their seniority shall be equal to an average of their hours worked over the previous twenty-six (26) weeks prior to the leave.

19.05 Benefits During Maternity Leave

During the period of pregnancy/parental leave, the Employer shall continue to pay hospital, medical, dental, disability, group life, pension, and other benefits of this Agreement in accordance with the *Employment Standards Act*.

The employee is required to continue Long-Term Disability (LTD) coverage while on maternity leave and shall reimburse the Employer for the total cost upon return from maternity leave.

19.06 Procedure Upon Return from Maternity/Parental Leave

When an employee decides to return to work after maternity/parental leave, they shall provide the Employer with at least four (4) weeks' notice. On return from maternity/parental leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in an area of equal rank and value at the same rate of pay. To have continuance of benefits the portion of those taxable benefits (LTD, Life, ADD) must be paid by the employee in monthly installments while on Parental Leave.

19.07 Paternity Leave

The employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming that their spouse is pregnant and indicating the anticipated date of delivery. Leave of absence with full pay and benefits shall be granted for a period not to exceed one (1) week.

19.08 Adoption/Surrogacy Leave

Where an employee seeks leave due to caring for a newborn through adoption or the use of a surrogate mother, the foregoing provisions 19.03, 19.04, 19.05, 19.06,

and 19.07 shall apply.

19.09 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any Federal, Provincial or Municipal election or referendum should their scheduled hours of work interfere and not permit at least four (4) hours to vote during the time that polls are open.

19.10 Paid Jury or Court Witness Leave

The Employer shall grant a leave of absence without loss of seniority benefits to an employee who is required to attend for jury selection, serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses.

The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

19.11 Education Leave and Examinations

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve educational standards of the work force. Accordingly, the Employer agrees that an employee with five (5) years employment who wish to further their education, shall be permitted up to one year of education leave. Any benefits based on service and seniority shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which they held prior to the education leave. An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations that are work related to upgrade their employment qualifications.

19.12 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such a leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

19.13 Live in Direct Support Professional

The Employer agrees that all leaves (i.e., sick, vacation, leave of absence) shall be filled in the following manner.

- a) The Live-in Direct Support Professional (the worker) status is transferred to the spouse if qualified in accordance with Article 12.

- b) If no spouse living in the household, then the worker status could be transferred to someone mutually agreed to by both parties (Live-in Direct Support Professional and the person being supported) if the worker is qualified according to Article 12. This Live-in Direct Support Professional would move in with the same hours of work as the Live-in Direct Support Professional on leave and at the same rate of pay.
- c) In the event that no suitable live-in person can be found, shift workers could be used.

NOTE: Where a Live-in Direct Support Professional is replaced by any of the above scenarios the person who does the replacing if not already an employee shall become an employee of the Agency with all rights of this Agreement.

The Employer further agrees to post permanent weekend relief Live-in Direct Support Professional positions in accordance with Article 12.02

ARTICLE 20 — PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages every two (2) weeks on Thursday after 1:00 p.m. in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. employees will receive their pay by direct deposit into their individual bank accounts every pay period.

20.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified to a higher paying position shall receive the next highest rate on the wage grid. The date on which the employee was assigned, promoted or reclassified shall become the new anniversary date for the purposes of the wage grid.

20.03 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in a Union position or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job which is the next level higher. When an employee temporarily relieves in or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the next level higher rate for the position. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

After temporary assignment of a higher classification for twelve (12) months cumulative, an employee shall be reclassified into that position permanently.

20.04 Transfer outside of the Bargaining Unit

Subject to Article 11.05 where the higher position is outside the bargaining unit the employee shall receive the rate of pay of the position filled, with a minimum increased of five percent (5%). The employee shall be deemed to be covered by all provisions of this Collective Agreement including Article 5, Check Off of Union Dues, during the period of temporary transfer.

20.05 Pay on Transfer, Lower Rated Job

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

20.06 Automobile Allowance

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

- a) Fifty (\$.50) cents per km travelled to be submitted and paid monthly.
- b) It is understood that where the Employer requires that employees transport supported people in their personal automobiles and/or the Employer requires that they use their automobile for agency business the Employer shall where it is required by the employee's insurance company pay up to a maximum of one hundred and twenty-five (\$125.00) dollars per year for the additional rider.

20.07 On Call Provisions

When an employee is advised that they are "on call" that is, immediately available by telephone, they shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive two (2) hours pay per day

Saturday, Sunday, or Holidays four (4) hours pay per day listed in Article 16.01

All hours actually worked by an "on call" employee shall be paid at overtime rate in accordance with Article 15 of this Agreement.

An employee may leave their employment and return home when an employee has completed the work for which they were called. On call duty shall be equally divided among the employees who are willing and qualified to perform the work.

20.08 Educational Leave

- a) The Employer shall provide in service courses which will be available to all employees according to relevancy.
- b) The Employer shall post any training courses for which employees may be selected. The bulletin shall contain the following information:

- i. type of course (subject and material covered).
- ii. time, duration, and location of course.
- iii. minimum qualifications required of applicant.

This bulletin shall be posted for a period of two (2) weeks on Aims and/or SharePoint or communication logs as the case may be in each department to afford all interested employees an opportunity to apply for such training.

Every effort will be made to maintain equitable access for all employees to appropriate training programs, keeping in mind staffing levels within the agency.

- c) Where the Employer deems the course to be relevant and where the Employer requires an employee (or a number of employees) to attend such course, the Employer shall pay the cost of such course. Payment will include loss of wages, benefits, transportation, meals, and accommodation, if required. The amount to be paid out for transportation, meals and accommodation shall be pursuant to the Policy and Procedure Manual.
- d) The Employer shall pay the cost of an academic or a technical course at an Educational Institution approved by the Employer to a maximum of seventy-five (75) dollars on successful completion of the course. If an employee's application for course approval is denied, the employee shall be given the reason in writing.

20.09 Prior to any resignation or termination from employment, the Employer may deduct, from monies owing to the employee, any vacation taken by the employee which was not earned or otherwise to their credit.

ARTICLE 21 — JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.

21.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

21.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or

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

ARTICLE 22 — BENEFIT PLANS

22.01 All full-time employees will be enrolled in the benefit plan without the option of opting out upon successful completion of their probation period and will then be provided with access to the benefits providers website and benefit members portal.

Life Insurance

Life insurance at two (2) times annual salary to the next highest \$1,000.00. One hundred (100) per cent paid by Employer.

Extended Health Care Benefits

E.H.C. includes Dental (Current ODA Fee Schedule as amended from time to time minus two years), Vision (\$350.00) every 24 months – Effective April 1, 2024, including eye exam once per calendar year, paramedical services to (\$600.00) (effective April 1, 2024) per person per calendar year, hearing aids and repairs to a maximum of \$1500.00 every 5 years, out of province/Canada travel coverage. Drugs, Private Hospital room in accordance with coverage under the insurance carrier, which is equivalent or better, unless mutually agreed otherwise. The Employer will provide a Drug Card to employees, and the option of using the card is completely at the discretion of the employee. The card must include stipulation of no substitution if prescribed by a medical practitioner otherwise all drugs are considered generic. The Employer will pay one hundred (100) percent of the premium costs for these benefits. Wherever possible, employees should use pharmacies with lower dispensing fees to assist in keeping benefit costs down.

There will be a two thousand (\$2000.00) per person per eligible family member, annual limit on drug re-imbursements from the insurance carrier. Those employees who exceed this limit, may be eligible for re-imbursement from the Ontario Trillium Drug Program, after payment of an individually determined deductible. It is the intent of the Employer to fully absorb the cost of the deductible amount incurred by the employees to become eligible for the Ontario Trillium Drug Program. The Extended Health Care Benefits shall continue to apply should an employee work beyond their 65th birthday until age 70. For the purpose of entitlement to Extended Health Care Benefits under this article a spouse is defined as a person of the same or opposite sex or common law partner.

The employee Assistance Program is an established benefit for all employees.

22.02 Percent In Lieu

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, save and except holiday pay, vacation pay, reporting pay, jury and witness duty, bereavement pay and maternity benefits) seven (7%) of the employee's straight time hourly rate for all straight time hours paid.

22.03 Long Term Disability Plan

The Employer shall make available a long term disability plan, for full-time employees, that provides sixty-six point seven (66.7) per cent of the first two thousand, two hundred and fifty (\$2,250.00) dollars of basic monthly earnings, fifty (50) per cent of balance maximum four thousand (\$4,000.00) dollars per month, as provided by the insurance carrier so long as it is equivalent or better. The plan shall be triggered after four calendar months. The employee shall pay one hundred (100) per cent of the cost of the benefit making the plan a tax-exempt plan when in receipt of same.

22.04 Workers' Safety Insurance Protection

All employees shall be covered by the *Workplace Safety and Insurance Act*.

22.05 Benefits While on LTD

The Employer will set aside \$4,000 for the purpose of benefits coverage for employees on LTD. The Union will receive a statement twice per year and shall meet within ten (10) days of receiving the statement in a Labour Management Committee with the Employer to review and discuss usage of these funds. The Labour Management Committee will be responsible for developing a protocol for use of these moneys. All employees who are currently on Long-Term Disability will have access to these funds.

22.06 Workers' Compensation Pay Supplement

A full-time employee prevented from performing their regular work with the Employer, on account of an occupational accident is covered by the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board the rate of pay of their classification. The difference shall be paid out of the employees accumulated sick leave credits.

22.07 Continuation of Pay

In order to continue receiving their regular salary, the employee shall assign his Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the compensation as a deduction from gross income on the employee's income tax (T-4) form.

22.08 Continuation of Rights and Benefits

An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay his share of all premiums for employee benefit plans based on one hundred (100) per cent of earnings. For part-time employees, their seniority shall be equal to an average of their hours worked over the previous twenty-six (26) weeks prior to the injury.

22.09 Return to Work

An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

22.10 Multi-Sector Pension Plan (MSPP)

The Parties agree that all eligible employees shall be enrolled in the Multi-Sector Pension Plan (MSPP).

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

.01 "Plan" means a retirement vehicle as determined by the Union.

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

- i. the straight time component of hours worked on a holiday
- ii. holiday pay, for the hours not worked: and
- iii. vacation pay
- iv. paid sick leave
- v. bereavement leave
- vi. jury duty
- vii. negotiations and grievance meetings

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

.02 "Eligible employee" means employee in the bargaining unit who have completed five hundred (500) hours of service."

Each Eligible employee shall contribute for each pay period an amount equal to 4% of applicable wages to the Plan and the Employer shall contribute 6% on behalf of each Eligible employee for each pay period.

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

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

the Plan or be responsible for providing any such benefits. The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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

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

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

i. To Be Provided Once Only At Plan Commencement

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
Gender

ii. To Be Provided with Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

iii. To Be Provided Initially and As Status Changes

Full Address
Termination Date Where Applicable (MM/DD/YY) Marital Status

- .06 In the event the Union determines the retirement vehicle to be a pension plan, the

Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

ARTICLE 23 — HEALTH AND SAFETY

23.01 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of three (3) Union and three (3) Employer members. The Health and Safety Committee shall hold meetings at least once a month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union. The employee shall be paid for all hours in attendance at the meeting and while completing duties required by legislation.

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the workplace.

The employer and all employees shall comply with all applicable provincial health and safety legislation and regulations.

Violence Notification

The Employer will review, at each meeting of the Health and Safety Committee, any instances where an employee was harmed or injured during the course of their work, that was reported to the Employer on an approved form(s). Where an employee has been physically or psychologically injured in the course of their work, and required medical attention, the Health and Safety Committee shall be provided with a final copy of the approved form within 5 business days of it being received by the applicable manager.

ARTICLE 24 — TECHNICAL AND OTHER CHANGES

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

- 1) Be responsible for retaining such employee, if possible.
- 2) Relocate the employee to another job in their area of competence, etc.
- 3) Afford the employee the opportunity of retraining in an alternate job provided such employee is trainable.

- 4) Notify the Union of any such changes as soon as practicable and be afforded the opportunity to meet with the Association Executive Director and such other management personnel as he considers appropriate, such meeting to be held prior to implementation.
- 5) In the event that none of the items 1), 2) and 3) above can take place, any lay-off that may have to be actioned will be done in accordance with Article 13.

ARTICLE 25 — JOB SECURITY

25.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, non-unit employee if a lay-off of any bargaining unit employee occurs. Where the Employer is considering the contracting out of work normally performed by the Direct Support Professionals, the Employer will seek to assign such work to willing and able full-time and part-time Direct Support Professionals before contracting out.

ARTICLE 26 — BOOT ALLOWANCE

26.01 The Employer shall pay one hundred (100) percent of the cost to a maximum of one hundred and fifty (\$150.00) dollars annually of CSA approved safety footwear or fifty (\$50.00) dollars annually for rubber boots for those employees required to wear them.

26.02 The employer shall pay one hundred (100%) percent of the cost to a maximum of one hundred (\$100.00) dollars annually of a bathing suit meeting the Employers requirements for those employees required to wear them.

ARTICLE 27 — GENERAL CONDITIONS

27.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes, and proper parking space.

27.02 Bulletin Boards

The Employer shall provide one bulletin board in each location which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tools or proving that the tool was lost.

27.04 Damaged Clothing

The Employer agrees to reimburse an employee for up to fifty dollars (\$50.00) per item of clothing or watch which is destroyed or damaged during the performance of their duties. employee must bring damaged item to Supervisor as soon as possible and get prior approval for any repairs and/or replacements.

27.05 An employee shall provide the Employer with no less than 2 weeks written notice of their resignation or retirement from employment.

ARTICLE 28 — PRESENT CONDITIONS AND BENEFITS

28.01 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess will continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

28.02 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with another body, the Employer undertakes to ensure that:

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

ARTICLE 29 — COPIES OF AGREEMENT

29.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this

reason, the Employer or the Union shall print sufficient copies of the Agreement within thirty (30) days of signing at fifty per cent (50%) shared cost.

ARTICLE 30 — GENERAL

30.01 Plural or Feminine Terms May Apply

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

30.02 Employee Personal Data

Each employee shall notify the Payroll Department in writing of any change in personal data (i.e., address, phone number, etc.). Any correspondence sent to the employee from the Employer shall be deemed sent if forwarded to the address on file with the Payroll Department.

ARTICLE 31 — TERM OF AGREEMENT

31.01 Duration

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 of the expiry date of the Agreement.





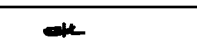
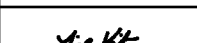
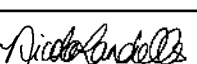
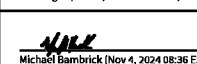
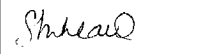
31.02 Changes in Agreement

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

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

| | |
|---|--|
|  Lisa McNee Baker (Nov 4, 2024 14:11 EST) |  JOSE LEMUS (Sep 19, 2024 13:05 EDT) |
|  Ruth Alambo (Nov 5, 2024 07:46 EST) |  Siobhan Pearce (Sep 19, 2024 16:10 EDT) |
|  Samantha Kanhai (Nov 5, 2024 10:06 EST) |  Lisa Knight (Oct 16, 2024 11:18 EDT) |
|  |  Michael Bambrick (Nov 4, 2024 08:36 EST) |
| |  |

SCHEDULE "A"

HOURLY RATES

| JOB CLASSIFICATION | 2024 Hourly Rates 2% Effective April 1 | | | | 2025 Hourly Rates 1.5% Effective April 1 | | | | 2026 Hourly Rates 1.5% Effective April 1 | | | |
|------------------------------|---|--------|--------|--------|---|--------|--------|--------|---|--------|--------|--------|
| | Start rate | Year 1 | Year 2 | Year 3 | Start Rate | Year 1 | Year 2 | Year 3 | Start Rate | Year 1 | Year 2 | Year 3 |
| O/N SLEEP** | 23.86 | 24.43 | 24.84 | 25.51 | 24.22 | 24.80 | 25.21 | 25.89 | 24.58 | 25.17 | 25.59 | 26.28 |
| PLUS O/N SLEEP 20 HRS @ | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 | 19.55 |
| DIRECT SUPPORT PROFESSIONAL | 27.64 | 28.14 | 28.70 | 29.23 | 28.06 | 28.56 | 29.13 | 29.67 | 28.48 | 28.99 | 29.57 | 30.12 |
| FOREPERSON | 27.86 | 28.36 | 28.92 | 29.49 | 28.28 | 28.78 | 29.35 | 29.93 | 28.70 | 29.21 | 29.79 | 30.38 |
| TEAM LEAD | 30.02 | 30.52 | 31.09 | 31.62 | 30.47 | 30.98 | 31.56 | 32.09 | 30.93 | 31.44 | 32.03 | 32.58 |
| MAINTENANCE | 26.45 | 26.50 | 27.04 | 27.60 | 26.85 | 26.90 | 27.45 | 28.02 | 27.25 | 27.30 | 27.86 | 28.44 |
| PART-TIME | 24.77 | 24.77 | 24.77 | 24.77 | 25.14 | 25.14 | 25.14 | 25.14 | 25.51 | 25.52 | 25.51 | 25.51 |
| RELIEF | 24.77 | 24.77 | 24.77 | 24.77 | 25.14 | 25.14 | 25.14 | 25.14 | 25.51 | 25.51 | 25.51 | 25.51 |
| LIVE IN ACCOMODATION SUPPORT | 24.77 | 24.77 | 24.77 | 24.77 | 25.14 | 25.14 | 25.14 | 25.14 | 25.51 | 25.51 | 25.51 | 25.51 |

Wage Adjustments:

Effective April 1, 2024 2% adjustment of the wage grid

Effective April 1, 2025 1.5% adjustment of the wage grid

Effective April 1, 2026 1.5% adjustment of the wage grid

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2936

Re: DSW Equivalency

Whereas the parties agree the educational requirement for Full Time Direct Support Professionals is graduation from a recognized school with a Development Service Worker (DSW) designation or equivalent training/degree.







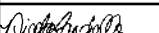
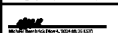
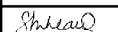
The parties agree that equivalent training/degree shall be interpreted to be:

- a) Successful completion of two (2) years of credit towards a university degree in a related field (such as Psychology, Social Work, etc.)
- b) or Successful completion of a community College diploma in a related field (such as Social Service Worker, Human Service Worker, Child and Youth Worker, etc.)
- c) or Successful completion of one year of a Diploma/Degree Program in a related field (as above) complemented with workshop/courses related directly to developmental services, and three (3) years full time equivalent experience supporting people who are intellectually disabled; or
- d) Successful Completion of a one-year Development Service Worker (DSW) or similar course of study such as Social Service Worker, Human Service Worker, Child and Youth Worker, Psychology, Personal Support Worker, Behaviour Science etc., plus **3900** hours worked at CLAPW as a part-time employee or.
- e) Having successfully applied for and received a permanent full-time Direct Support Professional position in accordance with Article 3.06 d) (3.01 d) for part-time unit).

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

| | |
|---|--|
|  Lisa McIles Baker (Nov 4, 2024 3:31:12) 11 |  INSELEMIS 09/19/2024 10:16:15 EST |
|  Ruth Alamba (Nov 3, 2024 17:46:13) |  Stephen Pearce Stephen Pearce (Sep 19, 2024 16:15:07) |
|  Samantha Kachur (Nov 3, 2024 12:06:07) |  Lisa Krup (Sep 16, 2024 11:34:00) |
|  Nicole Brindley |  [unclear] [unclear] (Sep 16, 2024 11:34:00) |
| |  [unclear] |

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING

AJAX, PICKERING AND WHITBY

And

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2936

Re: Wage Re-Opener

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

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits for the fiscal years 2018/2019 and 2019/2020, the Union and the Employer shall meet to negotiate the method of allocation of funding to wages and/or ' benefits. The Employer shall provide the Union with full disclosure regarding the current level of funding and any additional funding from these sources.






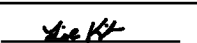
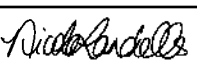
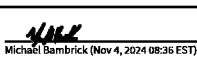

It is understood that the Employer will meet with the Union bargaining team and CUPE National Representative to negotiate the implementation of funding.

This Letter of Understanding forms part of the Collective Agreement.

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

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|  Nicholas Andolls |  Michael Bambrick (Nov 4, 2024 08:36 EST) |
| |  Shmead |

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its **LOCAL 2936**

Re: Professional Colleges

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


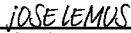

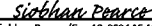




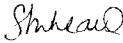
Unless, legislated, voluntary membership and/or non-membership in the College will not be a matter of discipline or used to select an applicant for a transfer or promotion.

Where legislation or the Employer requires employees to become members of a College, the Employer shall pay the full costs of all registration and membership fees.

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

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|  |  Michael Bambrick (Nov 4, 2024 08:36 EST) |
| |  |

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2936


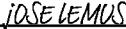

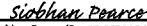




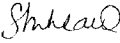
Re: Change in Designation by Name or Qualifications

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

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

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LETTER OF UNDERSTANDING

between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2936


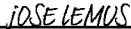

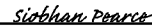





Re: Conversion to Full Time Work

Should the MCSS provide funds to the agency for the specific purpose of converting part-time positions to full-time positions the parties agree to meet, within sixty (60) days of receipt of written confirmation of ministry funds. This meeting will occur with the Labour Management Committee to discuss the issues surrounding the conversion of part time positions to full time positions.

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

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|  Samantha Kanhai (Nov 5, 2024 10:08 EST) |  Lisa Knight (Oct 16, 2024 11:18 EDT) |
|  |  Michael Bambrick (Nov 4, 2024 08:36 EST) |
| |  |

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its **LOCAL 2936**

Re: Legal Liability

The Employer shall pay the premium cost for legal liability insurance coverage which includes bargaining unit employees.


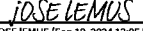
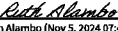






The Employer will provide a letter to the Union from the insurance provider stating that CLAPW hold legal liability insurance.

Where there is any change to the legal liability insurer or policy of insurance, the Union will be notified within 30 calendar days.

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

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LETTER OF UNDERSTANDING

Between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2936



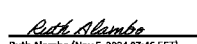

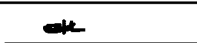
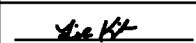
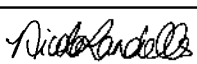
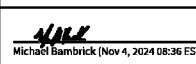

Re: Application to be Oriented for House List

Employees who wish to be oriented to a particular location in order to perform work at such location shall inform the supervisor of the location in writing. When the Employer determines that it requires additional employees be available for work for the location, the Employer shall provide orientation to employees who have made application on the basis of seniority.

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

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LETTER OF UNDERSTANDING

Between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its **LOCAL 2936**

Re: Vacation Year Accruals









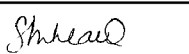
In each vacation year, full-time employees may utilize up to 3 weeks of vacation time, not yet earned in that vacation year provided they have completed their probationary or trial period. The full-time employee shall not be permitted to take more vacation than is earned in a vacation year, without the prior approval of the employer.

Employees who at the date of ratification, have accrued vacation time earned in prior vacation years, shall ensure that accrued vacation time shall be no more than 50 hours by March 31, 2027 unless the parties agree, in writing, otherwise

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

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| |  Shmead |

LETTER OF UNDERSTANDING

Between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2936

Re: Passport and Individualized Funding

WHEREAS the parties have been discussing the issue of Passport and Individualized funding for supported persons during the course of bargaining.

AND WHEREAS Passport and individualized Funding is often paid to CLAPW and then flowed through to a supported family after CLAPW has withheld a brokerage fee.

AND WHEREAS the parties wish to outline the circumstances under which services being provided by CLAPW and its employees, funded by Passport of Individualized Funding, may be covered by the collective agreement.

AND THEREFORE, it is agreed as follows:

Where a parent, representative of a supported person, or a supported person (“supported persons”) is the designated beneficiary of Passport or Individualized Funding and uses the funding to hire staff to provide services, it is agreed that the staff hired by the supported persons are not CLAPW employees provided the supported persons direct and otherwise schedule the staff hired. The parties further agree that, in these circumstances, such staff will not be constructed as CLAPW employees even if:

CLAPW is directed by the supported persons to prepare a cheque to be paid to the staff person; or



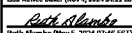
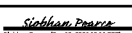
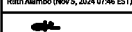

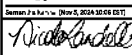
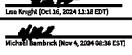
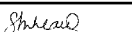
The staff person is or was, at any time, also a CLAPW employee. Where the supported persons agree, in writing, to provide CLAPW with all of the Passport and/or Individualized Funding for the purposes of providing supports to the supported persons, in a CLAPW setting, such work shall be governed by the terms of the collective agreement. This paragraph shall not apply to a Host Family in CLAPW.

CLAPW agrees to reasonable disclosure, on an annual basis, of total Passport funds flowing through CLAPW as the Transfer Payment Agency and the total number of supported persons receiving Passport support via CLAPW.

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

| | |
|--|---|
|  Lisa McNeil Baker (Nov 4, 2024 14:33 EST) |  JOSE LEMIUS (2024-09-19 10:24:13 EDT) |
|  Ruth Albinde (Nov 4, 2024 07:46 EST) |  Stephen Ponce (Sep 20, 2024 14:28 EST) |
|  Stephen Zia (Nov 5, 2024 10:02 EST) |  Lisa Knight (Oct 16, 2024 11:38 EST) |
|  Nicholas Anttila |  Michael Bambrick (Nov 4, 2024 09:38 EST) |
| |  J. Howard |

LETTER OF UNDERSTANDING

Between

COMMUNITY LIVING AJAX, PICKERING AND WHITBY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2936


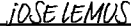







Re: Years of Service - Recognition

- 20 years of service - \$300
- 25 years of service - \$400
- 30 years of service - \$600
- 35 years of service - \$750
- 40 years of service - \$1000

Signed this 19th Day of September, 2024.

Signed on behalf of
Community Living
Ajax, Pickering & Whitby

Signed on behalf of
Canadian Union of Public Employees
and its Local 2936

| | |
|--|---|
|  Tim Munro Baker (Nov 4, 2024 14:11 EST) |  JOSE LEMUS (Sep 19, 2024 13:05 EDT) |
|  Ruth Alambo (Nov 5, 2024 07:46 EST) |  Siobhan Pearce (Sep 19, 2024 16:10 EDT) |
|  nantha Kanhai (Nov 5, 2024 10:06 EST) |  Lisa Knight (Oct 16, 2024 11:18 EDT) |
|  |  Michael Bambrick (Nov 4, 2024 08:36 EST) |
| |  |

FINAL Collective Agreement L2936-00 CLAPW Expiry March 31 2027 2024-09-19

Final Audit Report

2024-11-07

| | |
|-----------------|---|
| Created: | 2024-09-19 |
| By: | K Mulvey (kmulvey@cupe.ca) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAoSndyPz7CkkENFnQ7nB8HUISTriXi0p |

"FINAL Collective Agreement L2936-00 CLAPW Expiry March 31 2027 2024-09-19" History

- Document created by K Mulvey (kmulvey@cupe.ca)
2024-09-19 - 3:53:41 PM GMT
- Document emailed to Sabrina Dubeau (sdubeau@cupe.ca) for signature
2024-09-19 - 4:21:28 PM GMT
- Email viewed by Sabrina Dubeau (sdubeau@cupe.ca)
2024-09-19 - 4:47:51 PM GMT
- Document e-signed by Sabrina Dubeau (sdubeau@cupe.ca)
Signature Date: 2024-09-19 - 4:48:25 PM GMT - Time Source: server
- Document emailed to lemuscare@sympatico.ca for signature
2024-09-19 - 4:48:28 PM GMT
- Email viewed by lemuscare@sympatico.ca
2024-09-19 - 4:54:33 PM GMT
- Signer lemuscare@sympatico.ca entered name at signing as JOSE IEMUS
2024-09-19 - 5:05:05 PM GMT
- Document e-signed by JOSE IEMUS (lemuscare@sympatico.ca)
Signature Date: 2024-09-19 - 5:05:07 PM GMT - Time Source: server
- Document emailed to siobahnpearce514@gmail.com for signature
2024-09-19 - 5:05:10 PM GMT
- Email sent to siobahnpearce514@gmail.com bounced and could not be delivered
2024-09-19 - 5:05:17 PM GMT

 K Mulvey (kmulvey@cupe.ca) replaced signer siobahnpearce514@gmail.com with siobahn.pearce514@gmail.com (siobahnpearce514@gmail.com)

2024-09-19 - 5:37:26 PM GMT

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
2024-09-19 - 5:37:27 PM GMT

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2024-09-19 - 5:37:32 PM GMT

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2024-09-19 - 5:37:32 PM GMT

 K Mulvey (kmulvey@cupe.ca) replaced signer siobahnpearce514@gmail.com with Siobahn Pearce (siobahn.pearce514@gmail.com)


2024-09-19 - 5:38:39 PM GMT

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
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 Email sent to Siobahn Pearce (siobahn.pearce514@gmail.com) bounced and could not be delivered


2024-09-19 - 5:38:47 PM GMT

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
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
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2024-09-19 - 6:11:54 PM GMT

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














2024-09-19 - 6:11:54 PM GMT

 K Mulvey (kmulvey@cupe.ca) replaced signer siobahnpearce514@gmail.com with Siobhan.pearce514@gmail.com (siobhan.pearce514@gmail.com)

2024-09-19 - 6:13:57 PM GMT

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2024-09-19 - 6:13:57 PM GMT

-  **Email sent to Siobhan Pearce (siobahn.pearce514@gmail.com) bounced and could not be delivered**
2024-09-19 - 8:14:02 PM GMT
-  **Email viewed by Siobhan.pearce514@gmail.com (siobhan.pearce514@gmail.com)**
2024-09-19 - 8:08:40 PM GMT
-  **Signer Siobhan.pearce514@gmail.com (siobhan.pearce514@gmail.com) entered name at signing as Siobhan Pearce**
2024-09-19 - 8:10:10 PM GMT
-  **Document e-signed by Siobhan Pearce (siobhan.pearce514@gmail.com)**
Signature Date: 2024-09-19 - 8:10:13 PM GMT - Time Source: server
-  **Document emailed to knight_lisa@hotmail.com for signature**
2024-09-19 - 8:10:16 PM GMT
-  **Email sent to knight_lisa@hotmail.com bounced and could not be delivered**
2024-09-19 - 8:11:17 PM GMT
-  **K Mulvey (kmulvey@cupe.ca) replaced signer knight_lisa@hotmail.com with Lisa Knight (cupe2936.recordingsecretary@gmail.com)**
2024-10-16 - 3:14:01 PM GMT
-  **Document emailed to Lisa Knight (cupe2936.recordingsecretary@gmail.com) for signature**
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-  **Email sent to knight_lisa@hotmail.com bounced and could not be delivered**
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-  **Email viewed by Lisa Knight (cupe2936.recordingsecretary@gmail.com)**
2024-10-16 - 3:14:52 PM GMT
-  **Document e-signed by Lisa Knight (cupe2936.recordingsecretary@gmail.com)**
Signature Date: 2024-10-16 - 3:18:20 PM GMT - Time Source: server
-  **Document emailed to brooklinbam@gmail.com for signature**
2024-10-16 - 3:18:32 PM GMT
-  **New document URL requested by K Mulvey (kmulvey@cupe.ca)**
2024-10-29 - 1:11:50 PM GMT
-  **Email viewed by brooklinbam@gmail.com**
2024-11-04 - 1:33:57 PM GMT
-  **Signer brooklinbam@gmail.com entered name at signing as Michael Bambrick**
2024-11-04 - 1:36:21 PM GMT

 Document e-signed by Michael Bambrick (brooklinbam@gmail.com)

Signature Date: 2024-11-04 - 1:36:23 PM GMT - Time Source: server

Document emailed to Lisa McNee Baker (lisa.mcneebaker@clapw.org) for signature

2024-11-04 - 1:36:31 PM GMT

 Email viewed by Lisa McNee Baker (lisa.mcneebaker@clapw.org)

2024-11-04 - 7:05:19 PM GMT

 Document e-signed by Lisa McNee Baker (lisa.mcneebaker@clapw.org)

Signature Date: 2024-11-04 - 7:11:02 PM GMT - Time Source: server

Document emailed to ruth@clapw.org for signature

2024-11-04 - 7:11:06 PM GMT

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2024-11-04 - 7:33:37 PM GMT

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2024-11-05 - 12:46:38 PM GMT

 Document e-signed by Ruth Alambo (ruth@clapw.org)

Signature Date: 2024-11-05 - 12:46:40 PM GMT - Time Source: server

Document emailed to samantha.kanhai@clapw.org for signature

2024-11-05 - 12:46:43 PM GMT

 Email viewed by samantha.kanhai@clapw.org

2024-11-05 - 2:59:30 PM GMT

 Signer samantha.kanhai@clapw.org entered name at signing as Samantha Kanhai

2024-11-05 - 3:06:04 PM GMT

 Document e-signed by Samantha Kanhai (samantha.kanhai@clapw.org)

Signature Date: 2024-11-05 - 3:06:06 PM GMT - Time Source: server

Document emailed to Nicole Landells (nicole.landells@clapw.org) for signature

2024-11-05 - 3:06:09 PM GMT

 Email viewed by Nicole Landells (nicole.landells@clapw.org)

2024-11-07 - 9:42:36 PM GMT

 Document e-signed by Nicole Landells (nicole.landells@clapw.org)

Signature Date: 2024-11-07 - 9:43:43 PM GMT - Time Source: server

 Agreement completed.

2024-11-07 - 9:43:43 PM GMT