



Between

**THE PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**

(Herein Referred to as the Employer)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-01**

(Herein Referred to as the Union)

**Expiry Date:
March 31, 2025**

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 - PREAMBLE..... | 4 |
| ARTICLE 2 – MANAGEMENT RIGHTS..... | 4 |
| ARTICLE 3 – RECOGNITION AND NEGOTIATIONS | 5 |
| ARTICLE 4 – HUMAN RIGHTS | 6 |
| ARTICLE 5 – UNION SECURITY AND CHECK-OFF DUES | 6 |
| ARTICLE 6 - CORRESPONDENCE..... | 7 |
| ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES | 8 |
| ARTICLE 8 – GRIEVANCE PROCEDURE..... | 10 |
| ARTICLE 9 – ARBITRATION | 13 |
| ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE..... | 14 |
| ARTICLE 11 - SENIORITY..... | 15 |
| ARTICLE 12 – PROMOTIONS AND STAFF CHANGES | 17 |
| ARTICLE 13 – LAY- OFFS AND RECALLS..... | 20 |
| ARTICLE 14 – HOURS OF WORK | 23 |
| ARTICLE 15 – OVERTIME..... | 26 |
| ARTICLE 16 – PAID HOLIDAYS | 28 |
| ARTICLE 17 – LENGTH OF VACATIONS | 30 |
| ARTICLE 18 – SICK LEAVE PROVISION | 32 |
| ARTICLE 19 – LEAVE OF ABSENCE..... | 34 |
| ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES | 36 |
| ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION | 38 |
| ARTICLE 22 – BENEFIT PLANS | 39 |
| ARTICLE 23 – HEALTH AND SAFETY | 43 |
| ARTICLE 24 – TECHNICAL AND OTHER CHANGES | 43 |
| ARTICLE 25 – JOB SECURITY..... | 44 |
| ARTICLE 26 – GENERAL CONDITIONS..... | 44 |
| ARTICLE 27 – AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION | 45 |
| ARTICLE 28 – COPIES OF AGREEMENT..... | 45 |
| ARTICLE 29 – GENERAL..... | 45 |
| ARTICLE 30 – TERM OF AGREEMENT..... | 47 |
| SCHEDULE "A" | 48 |
| LETTER OF UNDERSTANDING | 49 |
| RE: PURCHASING OF PART TIME BENEFITS..... | 49 |
| LETTER OF UNDERSTANDING | 50 |
| RE: CASUAL STAFF AVAILABILITY AND PARAMETERS OF EMPLOYEMENT | 50 |
| LETTER OF UNDERSTANDING | 51 |
| RE: CORE COMPETENCIES | 51 |
| LETTER OF AGREEMENT | 52 |

RE: DOWNSIZING52
LETTER OF UNDERSTANDING53
RE: PREVENTION OF VIOLENCE IN THE WORKPLACE53
LETTER OF UNDERSTANDING55
RE: DIRECT SUPPORT OVERNIGHT ASLEEP POSITION55
LETTER OF UNDERSTANDING57
RE: CONVERSION TO FULL TIME57
LETTER OF UNDERSTANDING58
RE: ADVOCACY58
LETTER OF UNDERSTANDING59
RE: DSP – ADVANCEMENT AND RECOGNITION.....59

ARTICLE 1 - PREAMBLE

Parties as defined as Union (Canadian Union of Public Employees, Local 2936-01) and Employer (The Participation House Project Durham Region)

- 1.01 Whereas it is the desire of both parties to this agreement:
- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
 - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
 - c) To encourage efficiency and effectiveness in operations.
 - d) To promote the morale, well-being, and security of all employees in the bargaining unit represented by the Union; and
 - e) To co-operate and harmoniously work together in the promotion of high standards of care.
- 1.02 The agreement constitutes the entire agreement and complete understanding between the parties and supersedes and replaces all pertinent previous practices both oral and written.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges and recognizes that the Management of the Participation House Project (Durham Region) and the direction of the work-force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer 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 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.
 - f) Oversee, attend, and monitor the services provided to agency clients.

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

2.02 Non-Discriminatory Exercise of Rights

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the Union or its representatives or the employees exercise their rights in a discriminatory manner.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2936-01 as the sole and exclusive collective bargaining agent for all of its permanent full and part time employees in Participation House Project (Durham Region) save and except Supervisors, persons above the rank of Supervisor and Secretary to the Executive Director, 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

Persons whose jobs (paid or unpaid) are not in the bargaining unit, including students and employees of a third party Employer, 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 of any regularly scheduled employee or is used in lieu of employing a bargaining unit employee. When requested, the employer will advise the Labour Management Committee Members of the agencies' use of volunteers including the program description, funding source and parameters of provision where they are being used.

It is understood that volunteer/unpaid services are a necessity to providing life enhancement community access for the individuals in our care. The Employer and the Union are of the understanding that volunteer work should not cause layoff, or loss of regular scheduled wage.

Where the employer brokers funds, and where the individual and/or their legal guardian requests to purchase daily living support services from the Employer, Bargaining Unit employees defined within this agreement will be used.

3.03 No Other Agreement

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

ARTICLE 4 – HUMAN RIGHTS

4.01 No Discrimination/Harassment

The parties agree that there shall be no discrimination, within the meaning of the Ontario Human Rights Code against any employee by the Union or Employer, by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, disability, sexual orientation, political affiliation, or activity. Further, the Parties agree that there shall be no discrimination/harassment because of affiliation or activity within the Union. The Parties also agree that the Employer's Policy on Human Rights will be followed.

4.02 Harassment

The Union and the Employer recognize the right of the employees to work in an environment free from personal harassment and bullying. Both parties are committed to working together to educate employees to the definitions and prevention of such.

Personal Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the employer, either directly or indirectly that demeans, belittles or causes personal humiliation or embarrassment, that is directed at and/or offensive to another employee and which the first person knows or ought reasonably to have known to be unwelcome to the recipient.

For clarification, personal harassment and bullying does not include, among other things, proper management disciplinary actions, counselling, or actions related to performance or attendance problems that are conducted according to Agency procedures.

Should an employee believe they are a victim of personal harassment they should refer to the, Agency Policies — Prevention of Violence in the Workplace and Prevention of Harassment and Bullying in the Workplace for complaint procedure prior to any grievance being considered.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF DUES

5.01 Union Membership

- a) All employees who are members of the Union, at the time this agreement becomes effective, shall retain membership in the Union for the duration of this agreement unless promoted or transferred to a non-Union job in accordance with Article 3.01.
- b) As a condition of employment, new employees that comply with Article 3.01 shall become members of the Union upon completion of the probationary period.

5.02 Check-off

Effective from the start of the first pay period in the month following the date of signature of this agreement, the Employer agrees to deduct from each pay cheque of each employee covered by this agreement, an amount equivalent to the regular dues of the Union and to remit the amount so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and classification and social insurance numbers of all employees from whose

wages the deductions have been made.

Deductions for Union dues shall start the beginning of the pay period following the completion of the five hundred and twenty (520) probationary hours.

Deductions shall not be made from the pay of probationary employees. The classification and social insurance number need not be repeated each month.

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.

5.04 **Dues Change Notification**

The Employer shall be notified in writing at least thirty (30) calendar days prior to any required change in Union dues assessment.

5.05 **Indemnity Clause**

The Union agrees to indemnify the Employer and save it harmless against all suits, claims, demands or other forms of liability arising from or related to the operation of this article.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence from the Employer to the Union arising out of the agreement shall be forwarded to the Secretary of the Union with a copy to the Unit Chairperson.

The Union shall inform the Employer in writing of the name and address of the Secretary of the Union and of any changes as they occur.

All correspondence from the Union to the Employer arising out of this agreement shall be forwarded on their letterhead to the Executive Director or their designate.

All correspondence with regard to a grievance must be sent to the Grievor, the Union Steward who placed the grievance for the employee, the Unit Chairperson, and the National Representative.

6.02 **Union Access to Information**

a) The Union shall be provided with the following information regarding its members on a monthly basis:

1. Notification of new employees.
2. Notification of employees who pass probation.
3. Notification of employees who change classification (including moving to casual status).
4. Notification of employees who leave the employment.

b) The Union shall be provided with the following information regarding its members

on an annual basis:

1. Addresses and phone numbers of all employees covered by this Collective Agreement.

6.03 Correspondence

With expectation that limitations of privacy rights will be maintained when sharing information, the employer understands that the Unit Chair or designate will share correspondence and/or the details of discussions that rise out of business between the employee and the employer with Local's 2936 Executive Board. Upon request the Employer will meet with the members of the Local 2936 Executive Board to clarify questions arising from the correspondence or discussion.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

7.01 Negotiating Committee

The Employer acknowledges the right of the Union to appoint or elect three (3) members who have completed their probationary period to the Negotiating Committee. No member of the Negotiating Committee shall suffer a loss in pay or benefits while in scheduled negotiations or conciliation with the Employer. The Union and the Employer will attempt to schedule negotiations during working hours of the committee members to reduce costs. Time spent in negotiations shall be considered time worked to a maximum of the employee's normal daily hours of work. Payment of time spent in negotiations will not result in overtime.

7.02 Labour Management Committee

The Employer and the Union shall each name up to two (2) 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. A draft agenda will be drawn up by the Chair (the Chair shall rotate from Union to Employer) and provided to all members of the Committee at least one (1) week in advance of the meeting. The purpose of the meetings will be to discuss matters of mutual interest and concern to the parties. The Parties agree that if an issue can be dealt with and resolved more quickly and effectively in another forum than it shall not be brought to Labour Management. The Unit Chairperson shall be entitled to attend all labour Management meetings in addition to the representatives above.

Workload complaints or concerns that have been raised with the employee's immediate supervisor and have not been resolved will be addressed through the Labour Management Committee. An employee with an unresolved workload concern shall send an email summary of the concern to the co-chairs.

Together, the Employer and Employees of Participation House Project (Durham Region) will review a quarterly report within their scheduled Labour Management Committee meetings. The intention of this information exchange is to promote generative, solution based discussions pertaining to the agency schedule. This exchange will include an overview of the following:

- permanent modifications to the schedule where there is an addition and/or loss on hours
- number of vacant positions assumed by external agency that are for a term greater than four (4) weeks, where there were no internal successful candidates
- current number of positions vacancies and recruitment efforts

Notwithstanding the above, the parties agree that the topics below above will remain as a standing item on each Labour management meeting. It is agreed that any discussions will not constitute as the complaint resolution procedure. Should the Labour management Committee meeting be cancelled, not scheduled or postponed. the Employer shall provide the Unit Chair or designate the above noted information upon request.

7.03 **Union Stewards**

The Employer acknowledges the right of the Union to appoint or elect three (3) Stewards. employees so selected to represent the Union shall be employees who have completed their probationary period. A steward may assist in the presentation of any grievance, or with any steward function.

The Union agrees to notify the Employer of the names appointed or elected. Should there be no member appointed or elected in the position of Unit Chair, the Union will inform the Employer who will be the Union representative appointed. In the event of no successful candidate(s) the union shall inform the Employer of the alternative including all contact information within the same ten (10) working days of the election/appointment.

7.04 **Health & Safety Committee**

The parties agree that the Employer and the Union shall appoint or elect two (2) representatives each and one (1) alternate to the Health and Safety Committee. It is understood that each parties' alternate shall replace a representative, should that representative be unavailable.

7.05 **Right of Fair Representation**

In all meetings between the parties, the Union shall have the right to be assisted by a representative of CUPE as well as the Unit Chairperson, President or designate. The Employer shall have the right to be assisted by a Representative of Participation House, as well as the Human Resources Director or designate, consultant or by legal counsel.

Should the parties to this agreement request to have an additional CUPE elected steward or representative that is employed by PH present to take notes, the request shall not be unreasonably denied. (i.e. Investigation meetings). Consideration of this request for additional staff will not impact the employer's ability to maintain services or have financial implications.

7.06 **Time Off for Meeting**

The Union acknowledges that the Committee members have their regular duties

as Employees to perform, and that the Employer has the duty to maintain services. Employees requesting time off to attend a meeting will send their requests in writing via email and providing a minimum notice of 2 business days. Under no circumstance will Employees leave their regular duties without first obtaining the permission of the appropriate Director or designate. Employees will be provided a response to their written request within 2 business days.

It is understood that the Committee members will not absent themselves from their duties unreasonably and that, in accordance with this understanding, the Employer will compensate the Committee members at their regular rate of pay while attending any meetings with Management and while processing grievances. However, compensation will not be paid for such time spent outside the Committee member's regular working hours. Except for members of the Health and Safety Committee who will be paid their appropriate rate.

Such requests shall not be unreasonable denied.

7.07 Within ten (10) working days of the election/appointment, the Union shall notify the Employer in writing the names of any/all committee members within the bargaining unit including the names of Unit Chairperson and Stewards.

7.08 **Meetings with the Employer**

When an employee is called in to discuss their work or issues of employment, they will be told the nature of the subject to be discussed. The employee will be provided with enough time to secure the presence of a Union steward if required. If the Employer does not inform the employee as to the subject to be discussed, the employee is not obliged to attend the meeting. If the Employer tells the employee that the meeting is non-disciplinary in nature and the employee subsequently does not come with a steward, if during the course of the meeting, discipline is discussed, the employee has the right to cancel the meeting until a steward can be present.

7.09 **Committee for the Prevention of Violence in the Workplace (NEW)**

The Parties agree that the Employer and the Union shall appoint/or elect two representatives each to form a Committee for the Prevention of Violence in the Workplace.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 For the purpose of this Agreement, a grievance is defined as an unresolved dispute arising between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement. At the time formal discipline is imposed or at any time of the grievance procedure, an employee shall have the right upon request to the presence of their steward.

8.02 A grieving party shall give their grievance to the party grieved against within ten (10) working days. In the case of discharge, the period shall be ten (10) working days from the date of discharge.

8.03 **Complaint/Resolution Process**

It is the mutual desire of the parties hereto that complaints of employees shall be dealt with as quickly as possible, and it is understood that an employee has no grievance until he has first given their respective Director, or designate, the opportunity to resolve the complaint.

Such complaint must be received by the respective Director, or designate, in writing within ten (10) working days after the circumstances giving rise to it have occurred or knowledge of the circumstances giving rise to complaint have occurred. Once the respective Director receives the concern in writing, a scheduled meeting will be set within two (2) working days or at a mutually agreeable time and can be held by phone or in person.

The respective Director, or designate, shall advise the employee of their decision in writing within ten (10) working days of the meeting and failing settlement, it shall then be taken up as a grievance within ten (10) working days, in the following manner and sequence.

Grievance Procedure

Step No.1:

Within ten (10) working days following the decision reached in the complaint/resolution process the employee may submit the written grievance as Step No. 1, to the Director who oversees the program for which the complaint has arisen, or their designate. The Director will notify of their decision with a copy to the Unit Chairperson and National Representative within ten (10) working days from the date on which the written grievance was presented to them. The parties may, if they so desire, meet to discuss the grievance prior to issuing the Director's reply, at a time and place suitable to all parties concerned and may have such counsel and assistance as they may desire at such meeting. The parties agree that if a meeting is required, the meeting shall take place within ten (10) working days of the date at which the grievance was filed at Step 1 and the decision of the Director shall be submitted to the Union within ten (10) working days of meeting, unless extended by mutual agreement of the parties. Failing settlement, then:

Step No. 2:

Within ten (10) working days following the decision in Step No.1, the grievance may be submitted in writing to the Executive Director or designate. A meeting may then be held between the Executive Director or designate, the grievor and a representative of the Canadian Union of Public Employees, within ten (10) working days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood that the Executive Director or designates, may have such counsel and assistance as they may desire at such meeting. The decision of the Executive Director shall be delivered in writing with a copy to the Union Steward, Unit Chairperson and National Representative, within ten (10) working days following the date of such meeting.

Failing a satisfactory settlement being reached in Step No. 2, either party may refer the matter to mediation. The application process shall commence within ten (10) working days after the Employer's decision has been rendered in Step No. 2.

Step No. 3 Mediation:

If final settlement is not reached at Step 2, then the Parties may proceed, by mutual agreement, to a Grievance Mediation Officer (GMO). If a final settlement is not reached through the use of a GMO, then the grievance may be referred, in writing, by either party to an Arbitrator as provided in Article 9 below at any time within ten (10) working days after the decision is given under Step 3 or after failure at GMO.

8.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this agreement. The Union recognizes that each Steward is employed by the Employer and that he shall not leave their work during working hours except to perform his duties under this agreement. Therefore, no Steward shall leave their work without having obtained prior permission of their Director of Programs or designate which permission shall be given promptly and not be unreasonably withheld.

8.05 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, they shall begin at Step I.

8.06 Replies in Writing

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

8.07 Time Limits

The time limits set forth in this Grievance Procedure may be extended by mutual agreement between the parties. It is agreed that for the progression within the Grievance/Arbitration articles shall commence on the first business day immediately following the date of notification.

The "working days" referred to in this article, is Monday to Friday, excluding designated holidays in accordance with Article 16.01.

8.08 Employer's Grievance

In the event that the Employer's expressed concern is unresolved and/or if no response is received, within 10 (ten) business days of the submission of the complaint, The Employer may institute a grievance. The Employer has no grievance until he has given the Unit Chair or designate, the opportunity to resolve the Employer's complaint.

The Employer may institute a grievance consisting of an unresolved allegation of a misinterpretation or violation of this agreement, by forwarding a written statement of said grievance to the Recording Secretary of the local Union with a copy to the Unit Chair Person, within ten (10) business days of the circumstances or knowledge of the circumstance giving rise to the grievance have originated or occurred.

A Step 1 Grievance meeting of equal representation will be held between the bargaining members and the employer within ten (10) business days from the time of the submission of the grievance. The Union shall provide a written response within ten (10) business

days of this meeting.

If still unresolved and failing settlement a Step 2 Grievance meeting will be held between the Unit Chair, CUPE National Rep and the employer within ten (10) business days from the time of the submission of the grievance. The Union shall provide a written response within ten (10) business days of this meeting.

If still unresolved and failing settlement at Step 2 the grievance may be referred to GMO prior to arbitration. Following the GMO and upon receipt of the determination, the Employer may refer the grievance to arbitration in accordance with Article 9 within ten (10) business days.

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) 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) 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 within thirty (30) days from the time the chairman is appointed.

9.09 **Technical Objection to Grievance**

The Arbitration Board shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision according to equitable principles and the justice of the case. This clause notwithstanding, no matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance and arbitration procedures.

9.10 **Time Limits**

The time limits set forth in this article may be extended by mutual agreement between the parties.

9.11 The "days" referred to in this article, are regular weekdays excluding Saturdays, Sundays and designated holidays.

9.12 **Witnesses**

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 **Discharge and Discipline Procedure**

Where the Employer schedules an employee to discuss any matter, which is disciplinary, or potentially disciplinary in nature, the employee shall be notified of the specific purpose of the meeting, in advance of the meeting. An employee shall have the right to have their Steward present at any discussion with Management personnel, which is of a disciplinary nature.

An employee may be dismissed, suspended, or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this agreement. Such employee and the Unit Chairperson shall be provided with the written notification by the Employer at the time of discipline, suspension, or discharge, with full disclosure of the reason for such discipline, suspension 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 and shall be heard at Step 2 of the grievance process.

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.

10.04 **Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this article.

10.05 **Personnel Records**

An employee shall have the right to have access to and review their personnel record in the presence of the Executive Director or designate at a time mutually agreeable to both parties. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to request copies, which will be provided within a reasonable period of time by the Employer, of any material contained in their personnel record. An employee shall have the right to append any documents to their personnel record. All copies of disciplinary documents shall be removed after twelve (12) months following a suspension or disciplinary action and shall not be used against them at any time after this specified time period. This includes all letters of reprimand and any adverse reports. Failure to grieve previous discipline, or to pursue such a grievance to mediation or arbitration, shall not be considered an admission that such discipline was justified.

ARTICLE 11 - SENIORITY

11.01 **Seniority Defined**

Seniority shall be a factor 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.

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time/casual employees will accumulate seniority for each hour worked (i.e. 1820 hours = 1 year of seniority). A part-time/casual employee cannot receive credit for more than 1820 hours per calendar year for purposes of seniority.

Notwithstanding the above, employees hired prior to June 23, 1998 will be credited with the seniority they held under the agreement expired March 31, 1998 and will thereafter accumulate seniority in accordance with this Article.

Seniority shall operate on a bargaining unit-wide basis.

11.02 **Seniority List**

The Employer shall maintain a seniority list showing the current classification and the employee's most recent date of hire upon which each employee's service commenced. All part-time/casual employees will also have their hours worked listed on the seniority list. Where two (2) or more employees commence work on the same day, employees shall be listed in alphabetical order of surname. An up-to-date seniority list shall be sent to the Union and entered in all Employee Relations Binders on a quarterly basis at the beginning of January, April, July, and October.

11.03 **Probation for Newly Hired Employees**

A newly hired employee shall be on probation for only the first five hundred and twenty (520) paid hours of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except those areas identified elsewhere in this agreement as being an exception. After completion of the probationary period, seniority shall be effective from the original date of employment. Any extension of the probationary period request by either the employee or the Employer shall first be discussed and approved by the Union. The Parties agree that any extension shall be provided one time only per employee and shall be for a maximum of 160 hours (full-time) and 96 hours (part-time).

Probationary employees may apply for all positions but will only be considered along with outside applicants.

11.04 **Loss of Seniority**

Subject to 11.06 and 11.07, an employee shall retain seniority during absence from work due to sickness, accident, layoff or leaves of absence approved by the Employer. Seniority shall be lost, and employment terminated where an employee:

- a) Resigns.
- b) Retires.
- c) Is discharged for just cause and not reinstated.
- d) Fails to return to work within ten (10) working days after being notified by registered mail to return to work following a layoff.
- e) Is laid off for a period of longer than twenty-four (24) months.
- f) Fails to return to work upon termination of an authorized leave of absence or vacation without satisfactory proof for cause of the delay or does not utilize a leave of absence for the purpose granted.

11.05 **Transfer and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their written consent. If an employee is transferred to a position outside the bargaining unit, they shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of one (1) year. If an employee returns to the bargaining unit, they shall be placed in their former position or a position of equivalent wage. Such return shall not result in the layoff or bumping of an employee holding greater seniority in the classification.

11.06 **Seniority while on WSIB**

Seniority shall continue to accrue while an employee is on WSIB. Seniority lists posted under 11.02 shall continue to reflect an employee's accrued seniority while they are on WSIB. It is understood for part-time employees, including casual employees, seniority shall be equal to an average of the hours worked over the previous twenty-six (26) week period.

11.07 **Seniority While on Unpaid Sick**

Seniority shall continue to accrue while an employee is away from work due to illness or disability. Seniority lists posted under 11.02 shall continue to reflect an employee's accrued seniority while they are away from work due to illness or disability. It is understood for part-time employees, including casual employees, seniority shall be equal to an average of the hours worked over the previous twenty-six (26) week period.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 **Job Postings**

When a vacancy occurs or a new position is created which is subject to the provisions of this agreement, the Employer shall enter the position in all Employee Relations Binders accessible to employees for a period of ten (10) consecutive days so that employees may have the opportunity to make written application for the position. Employees have the right to submit a standing application with the Employer prior to any leaves to ensure that their name is considered for any vacancy. If the job is filled internally, the Employer shall do so within fifteen (15) working days of the expiry of the job posting, with notice provided to the Employee and Union as per Article 12.06. It is understood that an employee may apply for a vacant position in the same classification.

12.02 **Posting Information**

The posted vacancy notice shall contain the following information:

- a) Nature of the Position
- b) Qualifications
- c) Experience required
- d) Necessary knowledge and education levels

- e) Skills
- f) Rate of Remuneration
- g) Bi-weekly Hours of work and scheduled shifts

12.03 **No Outside Advertising**

No outside advertisement for any vacancy within the bargaining unit shall be placed until the position has been posted in Employee Relations Binder for ten (10) working days. If the vacancy is not filled by the posting process, applications will be solicited from outside.

12.04 **Role of Seniority in Promotions, Transfers and Staff Changes**

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, who has the prescribed education and necessary knowledge required in the position being posted and in accordance with Articles 11.01 and 12.02

12.05 **Trial Period**

The successful applicant to a posting shall be given a trial period of up to five hundred twenty (520) hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job position, they will be returned to their former position and salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position and salary rate, without loss of seniority. Should extension of the trial period be required, a Letter of Understanding will be drawn up between the Union, employee, and Employer. Extension of the trial period may occur where the employee has demonstrated willingness and ability to improve and maintain skills for a maximum of one hundred sixty (160) hours (full-time) and ninety-six (96) hours (part-time). Either party would have the opportunity to cease this extension of the trial period if the conditions outlined under the Letter of Understanding are not upheld.

12.06 **Notification to Employee and Union**

The name of the successful applicant shall be entered in all Employee Relations Binders. The Union shall be notified of all promotions, demotions, hiring, dismissals, layoffs, transfers, recalls, resignations, retirement, or deaths of employees in the bargaining unit. This information will be included with the monthly remittance of dues. The successful applicant shall be notified within fifteen (15) working days of the closing date of posting. All unsuccessful applicants shall be notified as soon as possible of receipt of successful applicant.

12.07 **Training Opportunities**

The Employer will make available from time to time, job related training and skill acquisition opportunities related to the Program. The selection of individuals for these

opportunities will be distributed as equally as possible among those individuals willing to take and applicable for the specific training opportunity. An employee who attends mandatory courses shall not lose any wages or benefits while attending the course. When employees are required to attend mandatory courses on their off hours the Employer shall pay the employee their applicable rate of pay for the length of the course.

12.08 Should an employee be successful in receiving a job promotion, they shall be provided with up to a two (2) week training period which will include an opportunity to work with the employee who is vacating the job or the opportunity to work along with an employee who is already classified in the new classification.

12.09 **On the Job Training**

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

12.10 **Training Courses**

a) **Mandatory Training**

The Employer shall post all Mandatory Training on the schedule as per article 14.02. "Shift Schedules" and 20.10 "Mandatory in-service training"

b) **Non-mandatory Training**

For all occasions where the Employer becomes aware of non-mandatory or optional training opportunities, they shall circulate the notice to all employees as soon as possible.

The bulletin shall contain the following information:

- Type of course (subjects and material covered)
- Time, duration and location of course
- Minimum qualifications required for applicant

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

12.11 a) **Temporary Vacancies**

Temporary vacancies, of up to twelve (12) months, such as those caused by an employee's absence due to leave of absence, illness, accident, vacation, and temporary transfers, may not be posted, and it is agreed that any such vacancies may be filled by existing employees. Positions arising from temporary vacancies shall be offered to the qualified employees on the basis of seniority before being filled by contract employees.

b) Contract employees may be hired for a period of up to six (6) months and may be extended by mutual consent between the parties to this agreement.

c) Contract employees shall be paid the rate of pay provided for under Schedule "A" of this agreement.

- d) An existing full-time employee retains and accumulates all their rights and benefits during the period which they fills a full-time temporary vacancy and shall receive the rate of pay for the job they are temporarily assigned to. After a period of six (6) months, an existing part-time/casual employee shall receive all rights and privileges afforded a full-time employee while in the temporary full-time position in accordance with Article 20.02.
- e) An existing full-time employee retains and accumulates all their rights and benefits, for a maximum of six (6) months, while they fills a part-time temporary vacancy. An existing part-time/casual employee retains all of their current rights and privileges afforded a part-time employee while in a temporary part-time position.

- 12.12 a) All employees hired after October 23, 2000 or who voluntarily take the Agency Driver Training will be required to drive the agency van as requested by the Employer. All employees hired before October 23, 2000 shall not be denied jobs where there is a requirement to drive the van.

Employees will be required to notify the Employer of any change in status to their drivers' licence that results in suspension or loss of their licence prior to their next shift.

- b) In regard to Article 12.12 a) the parties agree to the following:
 - 1. Applicants to new postings made by employees who do not drive the van will be considered on an individual basis and will be subject to the Employer's ability to maintain service.
 - 2. It is agreed that when the Employer is assessing their ability to maintain services in regard to a posting, vacation, illness, WSIB and L.T.D. of the present incumbents will not be part of the equation in that assessment.
 - 3. The parties agree to meet if requested by either party at Labour Management to discuss concerns by the Union or Employer concerning this article.

12.13 **Re-application limit**

An employee who is successful and accepted a job posting shall not be permitted to apply to any subsequent job postings for a period of six (6) months from the date the employee was awarded and accepts the position unless the subsequent position would result in a promotion to a new classification.

- 12.14 Should the job qualifications of a position change, bargaining unit members will be grandfathered within their current classification or similar classification. Consideration for change to a new classification will be honoured and awarded as outlined in Article 12.04

ARTICLE 13 – LAY- OFFS AND RECALLS

13.01 **Definition of Layoff**

A layoff shall be defined as a reduction in the work force/positions and/or any reduction in the regularly scheduled hours of work for full-time employees, and a reduction of thirty

(30%) percent or more in the regularly scheduled hours for part-time employees who have completed three (3) months of continuous service.

13.02 a) **Advance Notice of Layoff to Union and Employees**

In the event of a proposed layoff within the bargaining unit, the Employer shall:

- (i) Where possible the Employer will provide the Union with no less than sixty (60) days written notice of the proposed layoff or elimination of position; and
- (ii) Provide to the affected employee(s), if any, who will be laid off with no less than twenty-eight (28) days written notice of layoff or pay in lieu thereof.

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

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact.

b) **Employee having received layoff notice**

"An employee in receipt of notice of layoff pursuant to 13.02 a) may":

- (i) Accept the layoff; or
- (ii) Displace (bump), including the right to "bump up", another employee who has lesser bargaining unit seniority if the employee has the ability to meet the normal requirements and qualifications of the job. Notwithstanding the above, a part-time employee may not bump a full-time employee. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 13.02.
- (iii) 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 five (5) calendar days after receiving the notice of layoff. The count of five (5) days shall commence on the first calendar day immediately following the date of notification.

c) **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 providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The seniority date used shall be effective midnight of the day prior to the day the layoff notice is issued. The right to bump shall include the right to bump up.

Part-Time employees will not be allowed to bump into full-time positions.

13.03 **Recall Procedure**

An employee shall have opportunity of recall from a layoff to an available opening in

the same or lower paid classification, in order of seniority, provided they have the qualifications and ability to perform the work.

Employees shall maintain recall rights for up to twenty-four (24) months following layoff and shall be recalled in accordance to this article, and in the order of their seniority provided they are qualified to perform the duties of the available position as outlined in Article 12.02.

Prior to recall, job vacancies shall be posted as outlined in Article 12 "Promotions and Staff Changes" so that all employees may apply for such vacant positions including those on layoff. Those employees on layoff and not working will be notified in writing of all job postings. Should the posting result in not filling the position(s) qualified employees on recall shall be offered the position as outlined below.

An employee shall have an opportunity of recall from a layoff to an available opening in the same or lower paid classification, in order of seniority, provided they have the qualifications and ability to perform the work.

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

Should the Employer need to fill a vacant position while the position is being posted the Employer will provide notice of temporary recall to the vacant position to those employees on recall, by seniority, to fill the position temporarily during the posting period. The recalled employee will remain in the temporary position until such time that they will either be recalled to a permanent position or return to layoff status. Article #12.13 "Re-application limit" shall not apply to employees who were recalled to a temporary vacancy.

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

Failure to notify the Employer within the timelines shall be considered a resignation.

Employees on layoff shall be given preference for all vacancies, in a same or lower classification, 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. Employees who elect to take a temporary vacancy shall be placed on the recall list at the conclusion of the temporary vacancy.

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

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 **Payment of Benefit Premiums while on Layoff**

In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 13.02

The employee may, if possible, under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to six (6) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate payment schedule.

13.06 **Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step One of the grievance procedure.

13.07 **Seniority Accumulation While on Layoff**

While on layoff, employees shall not continue to accrue seniority. Benefits will not continue during the period of layoff, nor will service accrue for any service driven benefit such as vacation, sick leave and group benefits.

13.08 When a full-time employee has been laid off or bumps to a part-time position their sick time leave credits shall be frozen for the length of recall or until the employee returns to a permanent full-time position, whichever comes first, at which point the sick leave credits shall be fully reinstated.

ARTICLE 14 – HOURS OF WORK

14.01 **Hours of Work**

a) The regular hours of work will be eighty (80) hours of work during a two (2) week period eight (8) hours per day. Direct Care staff shifts may be no longer than twelve (12) hours per day.

b) There will be no split shifts. Acceptance of a call-in shift in addition to scheduled hours is not considered a split shift.

14.02 **Shift Schedules**

The employee's shift schedule will be entered in all Employee Relations Binders twenty-eight (28) days in advance. Wherever possible, the schedule shall be fully completed to reflect replacement for all approved vacancies that have been approved/processed within seventy-two (72) hours of the posting date. The Schedule shall run for a four (4) week period unless mutually agreed otherwise. Schedules shall include the hours of the shift, the location and the date of posting. Once the schedule is posted, shifts may not be changed by the Employer without the employee's agreement except in the case of emergency. Employees, upon written application to the Employer, may be allowed to exchange shifts provided such request for exchanges are received in writing by Management seventy-two (72) hours prior to start of shift in question and no additional costs result to the Employer as a result of granting such a request.

Where a verbal agreement is made, the employees involved in the change must follow it up in writing confirming their agreement to all changes and dates by the date of the exchange.

Notice of Posting of Schedules will be provided to employees at the time of posting via email.

Part-time Scheduling Procedures:

The Employer will use the shift availability form for all part-time employees when preparing the schedule and to fill vacant shifts, known greater than seventy-two (72) hours prior to posting the schedule. All part-time employees who work less than forty-eight (48) hours will be provided first right of order for vacancies up to 48 hours, after which shifts will be scheduled based on seniority and availability.

14.03 **Days Off**

- a) 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 scheduled to work more than six (6) consecutive days without a day off.
- b) Employees shall receive a minimum of every third weekend off. If an employee is required to work the third weekend, they shall be paid time and one half for this weekend.
- c) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed.

14.04 It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be construed to be a guarantee as to the hours of work per day or as to the hours of work per two-week period.

14.05 **Lunch Periods**

A paid lunch period of one half (1/2) hour duration shall be given to each employee for all shifts in excess of five (5) hours duration. This lunch period shall be taken at a time suitable to the operation and the employee shall remain in the job location.

14.06 **Rest Periods**

Work conditions permitting, employees who work a shift of eight (8) or more hours, shall be allowed a paid thirty (30) minute meal period per shift and two (2) fifteen (15) minute rest periods. The Employer will make every effort to provide the meal period before or after the consumer's meal period.

Work conditions permitting, employees who work a shift of five (5) or more hours, will be allowed a paid thirty (30) minute meal period per shift. The Employer will make every effort to provide the meal period before or after the consumer's meal period.

Work conditions permitting, employees who work less than a five (5) hour shift will be allowed a paid fifteen (15) rest period per shift. The Employer will make every effort to provide the rest period before or after the consumer's meal period.

Meal periods and rest periods are not guaranteed, are not cumulative and must be

taken at the job location. It is also understood, that work conditions permitting, employees shall be permitted time for personal use or unscheduled breaks.

The parties agree that whenever possible, rest periods should be taken at low time. Low times shall be defined as periods when clients' demands are minimal.

14.07 **Call in Replacement Procedures**

Call in replacement shifts are those unplanned shifts that become available after the schedule has been posted. The Employer shall ensure unplanned vacancies that are less than one (1) week in duration will be offered individually and on a rotating basis by seniority. Vacancies that are longer than one week will be filled as per Article 12.11 a) Temporary vacancies.

In order for a part-time employee to be added to the call-in list they must inform the employer of their willingness to accept additional shifts via the shift availability form. It is the employee's responsibility to provide the employer notice via the shift availability form when their availability changes.

Casual employees will not be eligible to submit shift availability forms as it is an integral part of the Casual employee's obligation to be available to work in a variety of time slots including weekends and overnights, working a minimum of fifty percent (50%) of statutory holidays, a total of two one-week vacation relief periods, during peak vacation periods defined as July 1st - September 15th and December 24th – January 1st.

When offering call-in replacement shifts, the principle of seniority shall apply.

Should any of the above procedures cause overtime to be worked, then full-time staff will be called before part-time or casuals.

The Employer shall offer part-time staff more than one shift at a time to accommodate vacations, illnesses, etc.

It is understood that the employee's shifts will be no longer than twelve (12) hours. As well, it is understood that employees who are required to extend their shift to twelve (12) hours will not be eligible for additional hours within the same twenty-four (24) hour period. This understanding has no effect on the interpretation and practice of Article 15 - Overtime.

14.08 Management will be responsible for all staffing needs for business hours 9:00 am – 4:00 pm. At the end of business hours, management will inform staff on duty where they were at on the seniority call-in list. The Team Leader or designate will be responsible for staff replacement outside of business hours. The Team Leader or designate will inform the overnight staff where they were at on the seniority call-in list at the time they leave shift. The overnight staff will be responsible for staff replacement during the overnight shift and prior to the beginning of business hours. The overnight staff will inform management where they were at on the seniority call-in list at the time they leave shift.

Management will be available during weekends/statutory holidays (as referred to in Article 16) for Staff Support Needs. Staff support needs shall be limited to emergency situations or situations where a vacant shift cannot be filled without cause for overtime or contacting external services.

14.09 During the changeover from daylight savings time to eastern standard time or vice-versa an employee shall be paid for the hours they actually work at straight time or overtime rates, whichever is applicable.

14.10 **Professional Colleges**

- 1) There will be no requirement for any employee to become a member of a college without prior consultation with the Union, unless required by a ministry directive, regulation or legislation.
- 2) Membership and/or non-membership in the College will not be a matter of discipline, nor a consideration in termination or being a successful applicant for a position or promotion, unless membership in the college or a condition of accreditation, is deemed a requirement by a ministry directive, regulation or legislation.
- 3) Where legislation or the employer requires employees to become members of a college, the employer shall pay the full cost of all registration and membership fees provided the Ministry supplies funds for this purpose. Should the ministry not provide these funds the employer agrees to meet with the union to look for possible ways to decrease the cost to bargaining unit employees.

ARTICLE 15 – OVERTIME

15.01 **Overtime Defined**

- (a) Applicable to full-time employees. Overtime at the rate of time and one half (1½) the employee's regular hourly rate shall be paid:
 - i) In excess of regularly scheduled daily hours.
 - ii) In excess of eighty (80) hours bi-weekly excluding lump sum payments.
 - iii) On the employee's seventh (7th) consecutive day of work.
 - iv) On the employee's regularly scheduled day off.
 - v) On a paid holiday as provided in Article 16.01.
 - vi) Overtime premium will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.
- (b) Applicable to part-time employees. Overtime at the rate of time and one half (1½) the employee's regular hourly rate shall be paid:
 - i) In excess of regularly scheduled daily hours.
 - ii) In excess of eighty (80) hours bi-weekly excluding lump sum payments.
 - iii) On the employee's seventh (7th) consecutive day of work.
 - iv) On a paid holiday as provided in Article 16.01.
 - v) Overtime premium will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek and also as hours

for which the overtime premium is paid. In addition, part-time employees who voluntarily accept additional hours of work, over and above their regularly scheduled hours (up to twelve (12) hours in a work day, and eighty (80) hours in a bi-weekly pay period), shall not be eligible for overtime payment for those hours.

Notwithstanding 15.01 a and b, within 90 days of ratification the employer will provide opportunity for a committee of employer/employees to review current policies and posting practices. Two of which will come from the Employer Management Team and 2 of which shall be elected by the members.

15.02 **Compensation for Work in Excess of Scheduled Daily Hours**

Overtime worked in excess of the regular daily hours shall be paid for at the rate of time and one half (1½).

15.03 **Compensation for Work on Saturday or Sunday for A.D.L.**

Overtime worked on a Saturday or Sunday shall be paid at the rate of time and one half (1½) for A.D.L. employees.

15.04 **Compensation for Work on Paid Holidays not Regularly Scheduled**

Overtime work on a paid holiday when the employee was not scheduled to work shall be paid at the rate of time and one half (1½) in addition to pay for the holiday, within the same pay period.

15.05 **No Layoff to Compensate for Overtime**

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

15.06 **Sharing of Overtime**

Whenever possible overtime and call back time will be distributed equitably amongst employees of the same classification by seniority who are willing and qualified to perform the available work.

15.07 **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.

15.08 **No Pyramiding**

It is understood that there will be no duplication of premiums, nor pyramiding of overtime.

15.09 **Non-Compulsory Overtime**

Overtime shall not be compulsory.

15.10 **Time Off In Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon by the Employee/Employer. It is further understood that any lieu time accumulated at the regular or overtime rates may be banked to a maximum of twenty-four (24) hours and will be paid out if not used within ninety (90) days from the date of accrual.

ARTICLE 16 – PAID HOLIDAYS

16.01 **Paid Holidays**

The Employer recognizes the following as paid holidays, and any other day declared or proclaimed as a holiday by the Federal or Provincial Government.

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

National Day for Truth and Reconciliation

Float Day

Effective January 1, 2003, any employee who has completed one (1) year of service, will be entitled to receive the following:

Full-time Employees shall receive one (1) float day for each increment of six (6) months to a maximum of two (2) float days per calendar year at regular rate of pay. Each float day must be used within the six (6) month increment received and will not be carried over. Six (6) month increments will be defined as: January 1st – June 30th and July 1st – December 31st

Part-Time Employees shall receive one (1) float day for each increment of six (6) months to a maximum of two (2) float days per calendar year at regular rate of pay. Each float day must be used within the six (6) month increment received and will not be carried over. Six (6) month increments will be defined as: January 1st – June 30th and July 1st – December 31st.

A float day is defined as eight (8) hours and shall be taken at a time mutually agreeable with a minimum of two (2) weeks' notice. Requests received in writing shall be considered on a first request basis. If two (2) or more requests are received at the same time, seniority will rule. No hours may be carried over from one year to the next. Responses to requests shall be responded to within seven (7) business days.

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 **Pay for Regularly Scheduled Work on a Paid Holiday**

An employee who is scheduled to and does, in fact, work a regularly scheduled shift on a Paid Holiday where the majority of hours of said shift fall on the Paid Holiday, shall be paid at the rate of time and one half (1½), in addition to pay or time off in lieu for the holiday, within ninety (90) days of the holiday

16.04 **Paid Holiday Qualification**

To be eligible for holiday pay an employee must work their full scheduled shift immediately preceding and their full scheduled shift immediately following the holiday. Where absence on either or both of the qualifying working shifts is either with the written permission of the Director of Programs or designate or is due to illness attested to by a physician's certificate, payment will be made. The physician's certificate must be delivered to the administration office before the last day of the pay period in which the absence fell. In the event that the note cannot be acquired within this time frame, it is the employee's responsibility to communicate this to the Employer within in the same pay period. During the conversation, the employee must notify the Employer of the first possible appointment date and deliver that certificate to the Employer on the first business day after the doctor's appointment.

The Employer shall pay the cost of the physician's certificate to a maximum of twenty dollars (\$20.00).

16.05 **Compensation for Paid Holidays Falling on Scheduled Day Off**

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive pay for the holiday, within the same pay period.

16.06 Should a part-time employee have a statutory holiday lieu day; it will be paid on the day it falls.

16.07 If a full-time employee is regularly scheduled to work on any of the holidays as per Article 16.01, and they request to have that day off, they shall receive that day off with pay at regular rates subject to the Employer's ability to maintain service. This provision applies to all full-time employees and their day off with pay shall be based on their regular hours of work.

16.08 **Paid Holidays**

The Employer will seek employee input for preference and priority to work Christmas, Boxing Day or New Year's Day by October 15th of each year. The Employer will investigate equitable ways in distributing the assignment of working such holidays, their ability to maintain service.

The Employer will post the Christmas/New Years schedule by November 15th. No changes shall be made without the mutual agreement of the employee and the Employer.

All approval and shift replacement will be in accordance with the Collective Agreement.

The Employer agrees to allow at least three (3) employees to book vacation at this time.

ARTICLE 17 – LENGTH OF VACATIONS

17.01 Length of Vacations

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment based on employee's anniversary date as follows:

| | |
|-----------------------------|-------------------------------|
| One (1) year or more | Fifteen (15) working days |
| Three (3) years or more | Twenty (20) working days |
| Ten (10) years or more | Twenty-five (25) working days |
| Eighteen (18) years or more | Thirty (30) working days |

A working day is defined as eight (8) hours.

For those working other than eight (8) hour shifts, vacation entitlement will be paid in accordance with regularly scheduled hours. Vacation used will be deducted in hours.

An employee who is on maternity, parental or Adoption leave shall receive vacation with pay pro-rated to time worked for that year only and will not affect progression. In the event this pro-rated vacation does not amount to two (2) weeks, the employer will provide the employee with addition unpaid vacation time to a combined total of two (2) weeks.

Part-time (including casual Employees)

An employee shall receive annual vacation pay in accordance with the following hours paid:

| | |
|---------------------------|--------------------------------------|
| Up to 1820 hours paid | 4% |
| 1821 hours paid to 5460 | 6% of previous years gross earnings |
| 5461 hours paid to 18200 | 8% of previous years gross earnings |
| 18201 hours paid to 29120 | 10% of previous years gross earnings |
| 29121 hours paid or more | 12% of previous years gross earnings |

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 mutually agreed upon by the employee and the Director of Programs or designate.

17.03 Vacation Pay on Termination

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

17.04 Vacation Preference

In the selection of dates for vacation leave; every effort will be made to allow the employees to exercise their choice in accordance with their seniority status.

The vacation schedule shall, in the event of a conflict of preference between employees,

be determined in accordance with the seniority status of the employee subject to the Employer's commitment to maintain service.

17.05 **Vacation Schedule**

Each employee shall request their vacation by February 1st for the vacation year of May 1st - April 30th. The Employer shall finalize the vacation schedule and post by March 1st. Once vacation schedules are entered in all employee Relations Binders the vacation shall not be altered except by mutual agreement between the employee and Employer.

Employees are required to schedule at least one, one (1) week block of vacation by February 1st unless otherwise agreed between the employee and their supervisor.

Where there are too many requests that can reasonably be allowed at the same time, preference shall be given by seniority and requests for one (1) week block(s) shall be granted over a one (1) day request.

It is further understood that employees are required to take at least two (2) one (1) week blocks of vacation unless otherwise mutually agreed. The two (2) weeks blocks are not required to be taken simultaneously.

Vacation requests received in writing after the required posting period shall be considered on a first requested basis. These vacation requests will be responded to within seven (7) business days.

17.06 **Unbroken Vacation Period**

All reasonable efforts shall be made to ensure an unbroken period of vacation, unless mutually agreed upon between the employee and the Employer, subject to the Employer's commitment to maintain service. The employee may request to take one (1) day at a time which shall be granted upon mutual consent between the employee and the Employer.

17.07 **Vacation Accumulation**

Employees who assumed full time status prior to April 15, 2017 will be grandfathered regarding vacation accruals. For these employees' vacations shall be taken in the vacation year following the time period in which vacation credits were earned except under extenuating circumstances approved by the Executive Director or designate. For employees who assume permanent full-time status as of April 15, 2017 vacation entitlements are to be used in the anniversary year in which the employee earns the vacation. Their vacations will accumulate at the rates set out in article 17.01 with the following adjustment:

First (1) year or more Fifteen (15) working days

In the first year of permanent full-time employment the vacation credits will be prorated based on the date of assuming the full status and the employee's anniversary of employment date.

17.08 **Contract Employees**

Contract employees shall be paid four percent (4%) of earnings in lieu of time off.

17.09 **Vacation Pay Overpayment**

An employee whose employment is terminated for any reason, at a time when they have not earned vacation owing to them and has taken or received unearned vacation with pay will repay the Employer the unearned portion on termination by payroll deduction, which deduction will be approved in writing by the employee prior to taking unearned vacation with pay.

17.10 **Vacation Credits While on Leave of Absence**

An employee who is on leave of absence excluding sick leave, long term disability leave and leave under WSIB in excess of thirteen (13) weeks shall receive vacation with pay pro-rated to time worked for that year only and will not affect progression. This clause shall be in keeping with the *Ontario Human Rights Code*.

17.11 Should a full-time employee become seriously ill during their scheduled vacation period it is their responsibility to notify the Employer prior to the first scheduled day of work immediately following the approved vacation period or as soon as possible.

Verbal notification must be followed up with a medical certificate from a certified medical practitioner and as set out in Article 18.05 b) and d) Proof of Illness.

Vacation days shall be re-instated upon receipt of the specified medical certificate and where it has stated the days that the employee was incapacitated, bedridden or hospitalized and the date that the employee is expected to return to work/be reassessed.

Once the Employer receives confirmation of the above, the period of illness will be considered medical leave, and the employee will be compensated from their sick credits providing such credits are available.

ARTICLE 18 – SICK LEAVE PROVISION

18.01 **Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay (providing the employee has accumulated sick leave credits) by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act or for personal appointments with doctor, dentist, chiropractor, physiotherapist etc.

18.02 **Amount of Paid Sick Leave (Full-Time Employees)**

Each employee who has completed their probationary period shall be credited with one and one half (1½) days (twelve (12) hours) sick leave for each calendar month of employment and eligibility with the Employer on the basis of eighteen (18) days (one hundred and forty-four (144) hours) per year. Probationary employees shall not be entitled to such credits until the probationary period has expired, at which time sick leave credits will be established as of the date of hiring.

18.03 **Accumulation of Sick Leave (Full-Time Employees)**

The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of one hundred and nineteen (119) days (nine hundred and fifty-two (952) hours).

Note: Employees whose sick bank is currently in excess of nine hundred and fifty-two (952) hours will be grandfathered until such time as the hours in excess of nine hundred and fifty-two (952) have been exhausted.

18.04 **Deductions from Sick Leave (Full-Time Employees)**

A deduction shall be made from accumulated sick leave of all hours (exclusive of holidays) absent for sick leave.

18.05 **Proof of Illness**

- a) Each employee may be required to produce a medical certificate from a certified medical practitioner for any illness in excess of three (3) working days certifying that they were unable to carry out their duties due to illness and specifying the expected date of return/reassessment.
- b) All medical certificates shall be delivered to the employer's office within the first business day of return to work or with extension where reasonable explanation is provided within the same.
- c) The Employer, for just cause, may request a certificate after one (1) day absence due to illness. Such request shall be made within seven (7) days after the Employer being notified of the employee's illness.
- d) The Employer shall pay for the cost of the medical certificate, to a maximum of thirty dollars (\$30). If the employee fails to produce a medical certificate including information as stated in a) above they will not be reimbursed for their expense.

18.06 **Sick Leave During Leave of Absence and Layoff**

When a full-time employee is granted unpaid leave of absence for any reason for a period of one (1) month or more or when a full-time employee is laid off on account of lack of work, they shall not receive or utilize sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

18.07 **Sick Leave Records**

In July of each year, the Employer shall advise each full-time employee in writing the amount of hours of sick leave accrued to their credit.

18.08 **Personal Leave Days**

The Employer may allow full-time employees to use up to twenty-four (24) hours per calendar year for use as Personal Leave, from their accumulated sick leave credits at a mutually agreeable time. The Parties agree that personal leave may be taken in two (2) hour increments. Such requests shall not be unreasonably denied.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Convention or Seminar Pay Provisions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, seminars or union functions shall be allowed leave of absence with pay and benefits. If less than two (2) weeks notice is given it shall be subject to the Employer's commitment to maintain service. The Union shall reimburse the Employer for the amount of wages and benefits paid to the employee during the leave of absence upon request from the Employer.

19.02 Paid Bereavement Leave

Provided the employee was scheduled to work, bereavement leave shall be granted for all employees for the purpose of attending or making funeral arrangements. Employees who have completed their five hundred twenty (520) hours of probation will be granted leave without loss of pay to a maximum of five (5) consecutively scheduled shifts within an eight (8) day period.

An employee shall be granted five (5) consecutive work days leave, without loss of pay, or benefits, in the case of the death of a spouse, parent, common-law spouse, brother, sister, child, grandchild, step-child, fiancé(e).

An employee shall be granted three (3) consecutive days leave, without loss of pay, or benefits, in the case of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.

An employee shall be granted two (2) days leave without loss of pay or benefits in the case of the death of a grandparent, spouse's grandparent, aunt, uncle, niece, nephew.

A relative shall include a person related by marriage, adoption, common law, or guardianship. If required, additional unpaid travel time shall be granted to attend a ceremony.

- b) Should an employee have a family member pass away during their vacation period it is the employee's responsibility to notify the Employer and provide documentation of as soon as possible to ensure that the appropriate amount of bereavement leave as allowed above shall be substituted in place of vacation leave.

19.03 Pregnancy and Parental Leave

Parental/pregnancy leave shall be granted in accordance with the provisions of the Employment Standards Act in effect as of date of ratification of this agreement.

An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. For part-time employees, their seniority shall be equal to an average of their hours over the previous twenty-six (26) weeks prior to the leave.

While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that they do not wish to continue to make the contributions (if any) to such plans.

19.04 **Seniority Status During Maternity/Parental Leave**

While on maternity/parental/adoption leave, seniority shall continue to accumulate.

19.05 **Maternity/Pregnancy/Parental Supplement**

The Employer will grant leave of absence with full pay and benefits for a period not to exceed two (2) days to be taken within a reasonable time upon the birth of a child.

19.06 **Adoption Leave**

Where an employee seeks leave due to adoption, the foregoing maternity/ parental provisions shall apply.

19.07 **Paid Jury or Court Witness Leave**

The Employer shall grant a leave of absence with pay and without loss of seniority or benefits to an employee who serves as a juror or crown witness. 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 receive the normal rate of pay with the above-mentioned court fee difference in payment in effect.

19.08 (a) **General Leave**

An employee shall be entitled to leave of absence without pay and without loss of seniority when such a leave is requested in writing and is for good and sufficient cause. The leave must be approved by the Employer in writing. Each case will be dealt with on its merit and approval will not be unreasonably withheld.

(b) **Length of General Leave**

General leaves of absence shall be for a maximum of thirteen (13) weeks. Leave may be extended for good reason upon written permission of the Administrator or designate.

(c) **Emergency Leave**

The Employer may grant a Leave of Absence with full pay and benefits for a period not to exceed two (2) days in each calendar year for a personal emergency situation (e.g. sudden illness or major accident involving their spouse or child).

(d) **Seniority Accumulation**

Except as otherwise stated, an employee may only accumulate seniority during the first thirteen (13) weeks of a granted leave of absence.

19.09 **Leave Request**

All leaves of absence shall be requested in writing not less than four (4) weeks in advance of the required leave, except in cases of emergency where reason for such leave shall be submitted in writing to the Executive Director or designate as soon as

possible. A written reply shall be given within five (5) days of such request.

19.10 **Procedure Upon Return from Maternity /Parental Leave**

The employee shall inform the Employer of their intention to return to work four (4) weeks in advance. Every effort will be made by the Employer, for the employee to be placed at least in their former position and location. 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.

19.11 **Return from Leave**

An employee returning to work shall be placed in their original classification they had at the time just prior to commencement of the leave of absence due to Article 18 or 19 of this agreement.

19.12 **Extension of Benefit Coverage During Approved Leave of Absence**

Except as otherwise noted in this article, the Employer paid portion of benefit coverage is not extended during a leave of absence.

Extension of benefit coverage is available to employees who are on approved leave of absence, provided the required months or part-monthly contribution of one hundred (100%) percent is paid monthly by the employee in advance of the beginning of every month.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 **Pay Days**

The Employer shall pay salaries and wages every two (2) weeks on Thursday in accordance with Schedule "A" attached hereto and forming part of this agreement. The listing of pay days will be posted in the Union binder on the first pay day in January of each year. On each payday each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. It is understood that the payday may be changed by mutual agreement of the parties.

20.02 **Rate of Pay on Promotion or Reclassification**

An employee permanently promoted or reclassified in accordance with this agreement to a higher paying position shall receive the probationary rate of pay and benefits for that position and upon successful completion of a three (3) month trial period shall receive the start rate of pay and benefits for that position.

20.03 **Pay on Temporary Transfer, Higher Rated Job**

When an employee is detailed to a position of higher rating for more than a full shift, he shall receive the probationary rate for the position for which they are relieving for the full period of the relief.

20.04 **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.

When an employee requests assignment in accordance with the terms of this agreement to a position paying a lower rate, the employee's rate shall be reduced to the job rate of the requested position.

20.05 **Pay While on Vacation**

- (a) A full-time employee may, upon giving at least ten (10) weekdays notice prior to the regular pay day immediately before the start of an approved vacation period of at least one (1) week in length, receive any pay to which they are entitled which would normally be distributed during the period on vacation.
- (b) Part-time employees shall receive accumulated vacation pay twice annually, on the first regular pay day in April and the first regular pay day in October of each year.

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 cents (.50¢) per kilometer
- b) Employees shall not transport clients in their personal vehicles.
- c) Employees requested by the Employer to use public transportation including bus or taxi in the course of their duties shall be reimbursed for all costs incurred.
- d) No Bargaining unit employee shall be terminated based on the status of motor vehicle ownership or non-ownership.

All travel shall be calculated from the first (1st) day to the last day of each calendar month and submitted to the office by the fifth (5th) day of the following month.

20.07 **Clothing Allowance**

The Employer agrees to reimburse an employee to a maximum of fifty dollars (\$50.00) per year for any item of clothing or watch which is destroyed or damaged during the performance of their duties. An employee must bring damaged item to the Director of Programs as soon as possible and receive prior approval for any repairs and/or replacements. An employee must also provide the Employer with the original receipt on their expense claim for any item purchased or repaired.

20.08 **Education Leave**

Leave of absence with pay and without loss of seniority or benefits shall be granted to allow employees time to write job related examinations in courses given prior written approval by the Executive Director or designate.

20.09 **Educational Allowance**

The Employer shall pay to regular employees the lesser of fifty (50%) percent or one hundred and fifty (\$150.00) dollars of the tuition costs of an academic or technical course approved in writing by the Executive Director or designate prior to course commencement. Payment will be made upon presentation by the employee, of proof of cost and proof of successful course completion. All courses of study must be field related to areas of Participation House concern. The amount of money given to each individual

employee shall not exceed one hundred and fifty dollars (\$150.00) in any fiscal year.

20.10 **Mandatory In-Service Training**

All mandatory in-service training shall be provided by the Employer at no cost to those employees who have completed five hundred, twenty (520) hours of work. The Employer will pay for all hours of attendance outside of regularly scheduled shift to attend the mandatory in-service training, at the appropriate rate of pay.

Employees who have not completed five hundred, twenty (520) hours of work may be provided with the training at no cost, and at no loss of earnings. For training that is of less duration than the amount of time the employee intends to claim, the employee will be required to report to a work location for the duration of the shift. Time spent in such training shall be considered hours worked for the purposes of overtime and seniority.

20.11 **Meal Allowance**

When an employee is required to extend their previously scheduled shift of seven (7) hours or greater and in excess of two (2) additional hours and when they have not had prior notice of extension before starting their shift, they will be reimbursed up to a maximum of twenty dollars (\$20.00) for a delivered meal. Reimbursement will be processed through submission of an expense claim and the attached meal receipt. This expense claim should be received within five (5) business days of the occurrence and will not be processed within the next pay period. It is understood that employees will not leave the work site to obtain meals.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Where the Employer has determined that a new classification is required within the bargaining unit, or where the Employer has made extensive changes in the duties of an existing classification and has established the rate for such job, the Employer will negotiate the same with the Union.

21.02 In the event that the parties fail to agree on the rate, and the Employer proceeds to establish a rate, the Union may institute a grievance with respect to the rate under Step 2 of the Grievance Procedure, provided that any grievances as to the rate is filed within fifteen (15) working days from the date of notification of the rate to the Union.

21.03 If any grievance hereunder proceeds to arbitration, the arbitration board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

21.04 **Performance Appraisal**

Evaluation is to assist the employee and Employer in the performance of their duties and to this end will be a regular scheduled meeting.

The evaluation period will be the previous twelve (12) months worked, as well as defined by probationary periods.

Evaluation shall take place during the employee's working time, or if the employee is required to attend a meeting regarding their evaluation outside of their working hours, the time spent shall be considered time worked and shall be paid for at the appropriate rate of pay.

When an employee is absent for an extended period of time, the evaluation shall cover the twelve (12) months worked from the last evaluation, in order not to penalize the employee for failing to meet objectives.

All employees who have been evaluated shall be entitled to a copy of the evaluation upon completion.

The employee shall be allowed to place their comments on the evaluation form regarding any comments that are made before signing.

ARTICLE 22 – BENEFIT PLANS

The Employer will provide a Benefit Plan (Sun Life Policy Number 162196) or its successor, for full-time employees who have been successful in completing three (3) months of employment. It is further agreed that any change in provider/carrier will result in equivalent or better benefits as mutually agreed. Such agreement shall not be unreasonably withheld.

Any claim by an employee for benefits under the benefit plans Article 22, is a matter solely between such employee and the insurance carrier. Such claims shall not therefore be the subject of a grievance or arbitration under this Collective Agreement unless there is a breach of the contract.

It is understood that the Employer will assist the employee in resolving outstanding inquiries having arisen from claims procedures up to and including any appeal processes.

22.01 Eligible employees may not opt out of Drug Care Plan

a) 1. **Extended Health Care**

i) Provides vision coverage for up to three hundred (\$300) dollars every twenty-four (24) months including lenses, frames or contact lenses.
Effective April 1, 2024

ii) In addition, vision testing providing for up to one hundred (\$100.00) every twenty-four (24) months.

Premium 100% paid by Employer

2. **Life**

Twice annual salary

Premium 100% paid by Employer.

3. **Dependent Life**

For Spouse - Five thousand dollars (\$5,000.00)

For Child from birth – Twenty-five hundred (\$2,500.00)
Premium one hundred percent (100%) paid by Employer.

4. **Accidental Death and Dismemberment**

Premium 100% paid by Employer.

5. **Dental**

Dental coverage one (1) year in arrears of ODA rates as amended from time to time.

Annual maximum of \$1,600 per person per calendar year.

Premium one hundred percent (100%) paid by Employer

6. **Long Term Disability Plan**

Premium one hundred percent (100%) paid by employee.

- a) An employee shall accumulate seniority while on Long Term Disability for a period of up to two (2) years.
- b) The Employer shall pay on behalf of an employee, while on Long Term Disability the Employer portion of all premiums and contributions for all Employee Benefit Plans. This clause applies only to Employee Benefit Plans, which are in existence at this time.
- c) For the first two (2) years, an employee who is no longer deemed disabled under the provisions of the Long Term Disability Plan, shall be placed in their former, or equivalent position with the Employer, provided the employee is capable of performing the duties of the position, and provided they do not replace an employee who holds more seniority.

After two (2) years under the provisions of LTD, an employee who is no longer deemed disabled and returns to work shall be entitled to a lay off notice and all of the rights contained in the lay off notice or post into an available position/vacancy with the rate of pay for the acquired position. It is agreed that after the two (2) year timeline, if the employee is still deemed disabled, the job will be posted as a permanent position.
- d) Long Term Disability benefits will be paid for the first two (2) years following commencement of payment if the employee is unable to perform their regular work. After two (2) years, Long Term Disability benefits will continue as long as the employee's disability prevents them from performing any work for which they are or can become reasonably suited by their education, training, or experience, but not beyond their sixty-fifth (65th) birthday.

7. Each employee shall report any changes in marital status or increase or decrease in dependents within thirty (30) days of it occurring and if failure to report any such changes results in any overpayment of premiums by the Employer, the employee shall reimburse the Employer in the amount of such overpayment.

- 8 For the purpose of entitlement to benefits under this article a spouse is

defined as a person of the same or opposite sex or common law partner.

- 9 All employees shall be provided with a Benefit booklet upon enrolment in the benefit plan and whenever the benefits are changed.

(Upon enrolment into a new benefit plan presented to the Union during bargaining, the employer will provide employees with a booklet outlining benefit entitlements and as presented in the comparison chart shared with the union on September 11, 2009. Should the employer not be able to secure the change in benefits as outlined to the Union, benefits shall revert to that which is outlined in the Blue Cross Policy #30129.)

22.02 **Part-time in Lieu of Benefits**

Upon completion of probation, a part-time employee shall receive five percent (5%) 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) a percentage of the employee's straight time hourly rate for all hours paid.

22.03 **Workers' Compensation Protection**

All employees shall be covered by the *Workplace Safety and Insurance Act*. No employee shall have their employment terminated as a result of absence from work with a compensable accident.

22.04 **Workers' Compensation Pay Supplement**

If an employee is prevented from performing their regular work with the Employer, on account of an occupational accident, that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the *Workplace Safety and Insurance Act*, the Employer will supplement the award made by the Workplace Safety and Insurance Board for loss of wages, to the employee, by such an amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred percent (100%) of the employee's regular wage after normal income tax deductions, and such supplementation shall be deducted from the employee's accumulated sick leave.

22.05 **Continuation of Pay**

In order to continue receiving their regular salary, the employee shall assign their Compensation cheque to the Employer.

22.06 **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.

22.07 **Multi-Sector Pension Plan (MSPP)**

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

- a) "Plan" means a retirement vehicle as determined by the Union (Multi-Sector Pension Plan).

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

- i) The straight time component of hours worked on a holiday.
- ii) Holiday pay, for the hours not worked; and
- iii) Vacation pay.
- iv) Paid bereavement leave
- v) Paid jury duty
- vi) Negotiations and grievance meetings

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

“Eligible Employee” means full time and part time employees in the bargaining unit who have completed five hundred, twenty (520) hours of service.

- b) Effective upon ratification (not retroactive) each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3%) of Applicable Wages to the plan and Employer shall contribute four percent (4%) of applicable Wages to the Plan.
- c) 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.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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.

- e) 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 22.XX 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
- e) 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 in the form attached hereto as Schedule A.

ARTICLE 23 – HEALTH AND SAFETY

23.01 Union-Employer Health and Safety Committee

The parties agree to be guided by any applicable health and safety legislation that may be in effect in the Province of Ontario from time to time. Matters pertaining to Health and Safety issues will be dealt with by the Joint Health and Safety Committee.

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 clients by technological change and it is also considered necessary to consider displacing a regular employee from their job, the Employer in accordance with past practice prior to displacing such employee shall consider the

following:

- 1) Be responsible for retaining such employee, if possible.
- 2) Relocate the employee to another job in their area of competence, 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 Administrator or designate and such other Management personnel as they 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

The Employer agrees that all work or services normally performed by employees in the bargaining unit shall not be contracted, transferred, leased, assigned, or conveyed in whole or in part to any other person, company or employee without exhausting all efforts to fill the work with members of the bargaining unit.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Employee Relations Binders

The Employer shall provide an Employee Relations Binder one in each site location. The binder shall be utilized for the following purposes only:

- a) Entering of notices regarding Union meetings and matters pertaining to official Union business.
- b) Entering of an up-to-date Seniority List as provided for in Article 11.02 this agreement.
- c) Entering of Job Postings as provided for in Article 12.01 of this agreement. All postings shall remain in the employee relations binder. If a posting is rescinded by the Employer, the posting shall remain in the binder and notation on the posting of such will be provided.

26.02 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. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

26.03 **Union Bulletin Boards**

The Union will be provided with a bulletin board at each location in the office.

ARTICLE 27 – AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

27.01 In the event the Employer merges or amalgamates with any other body, the Employer will make all reasonable efforts 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 28 – COPIES OF AGREEMENT

28.01 Copies of the Collective Agreement will be printed for distribution to each current employee on completion of their probation period. The costs will be shared equally by the Employer and the Union.

ARTICLE 29 – GENERAL

29.01 **Gender Neutral Terms**

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

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

Any pronouns he/her or his/hers will be changed to they, them or their.

29.02 **No Strike or Lockout**

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

29.03 **Definitions**

Contract Employees

A contract employee is a person specifically hired for a work period of not more than six (6) months or for such longer period as may be mutually arranged by both parties to this agreement. Such employees shall not be subject to the provisions of this agreement except for:

Article 2 – Management Rights

Article 4 – Human Rights

Article 5 – Union Security and Check-off Dues

Article 12.11(a), (b) and (c) – Promotions & Staff Changes

Article 14 – Hours of Work

Article 15 – Overtime

Article 16 – Paid Holidays

Article 17.08 – Vacations – Contract Employees

Article 20 – Payment of Wages & Allowances

Article 21 – Job Classification

Article 23 – Health & Safety

Schedule “A” – and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof.

If a contract employee is successful in a bid to obtain a vacancy for a regular, full-time position, in the same classification their total accumulated hours of temporary service will be credited towards their probation and seniority and service credits.

29.04 **Full-Time Employee**

A permanent full-time employee is an employee who is hired on a full-time basis and whose regular work hours are eighty (80) hours or less in a two (2) week period.

Permanent Part-Time Employees

Is an employee who is hired on a part-time basis whose regular work hours are forty-eight (48) hours or less per pay period.

It is agreed that the part-time employees who presently work twenty-four (24) hours or less per week shall have the right to maintain their status within their current position.

29.05 **Casual Employee**

Casual employee is an employee who is employed on an on-call-in basis and normally works less than forty-eight (48) hours per pay period, and it is understood that casual employees can only be scheduled in advance as per article 14.07 and only after part-time employees have been offered the opportunity to work using the current practice via online staff scheduling care bidding which allows part-time employees to pick up extra available shifts.

29.06 **Incentive Employees**

The Employer may hire incentive employees upon agreement from the Union. Incentive employees are those employees hired for make-work projects and paid for by money primarily made available by the Federal and/or Provincial Governments.

Such employees shall not be subject to the provisions of this agreement, but such projects shall not jeopardise the continued employment of employees who are subject to the provisions of this agreement.

ARTICLE 30 – TERM OF AGREEMENT

30.01 **Duration**

This agreement shall be binding and remain in effect from April 1st, 2022 to March 31st, 2025 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.

30.02 **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.


30.03 **Retroactivity**

Retroactive payment to be made within forty-five (45) days of date of the Memorandum of Settlement to employees at date of ratification and applied to wages only on the basis of all hours paid. If an employee has left their employment prior to date of ratification, the Employer shall advise the employee by notice, in writing, to the last known address of the employee on the records of the Employer and the employees shall have thirty (30) days from the posting within which to claim any payment due to them failing claim for payment, the Employer shall not be further obliged for payment to such employee. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.

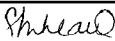
Signed this 10th day of April 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**

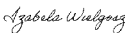

Wanda Reid (Apr 10, 2025 12:27 GMT-2.5)

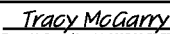

Sheri Walker (Apr 23, 2025 08:51 EDT)


Susan Macdonnell (May 5, 2025 14:08 EDT)

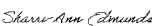


**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)



SCHEDULE "A"

CBA increase

Rates effective as of April 1, 2023

Rates are inclusive of CBA increase and 2022-23 Pay Equity and PCE

DIRECT SUPPORT PROFESSIONAL

| | Pay Equity and PCE Rate | | April 1, 2023, CBA increase \$0.25 | | |
|---|-------------------------|------------|------------------------------------|------------|----------|
| | DSP | DSP | ON - DSP 1 | ON - DSP 2 | ON DSP 3 |
| Probation | 26.70 | 26.95 | 22.91 | 23.99 | 24.79 |
| Start | 26.89 | 27.14 | 23.07 | 24.15 | 24.97 |
| 1 year | 27.10 | 27.35 | 23.25 | 24.34 | 25.16 |
| 2 years | 27.33 | 27.58 | 23.44 | 24.55 | 25.37 |
| October 1, 2023, CBA increase \$0.25 | | | | | |
| | DSP | ON - DSP 1 | ON - DSP 2 | ON DSP 3 | |
| Probation | 27.20 | 23.12 | 24.21 | 25.02 | |
| Start | 27.39 | 23.28 | 24.38 | 25.20 | |
| 1 year | 27.60 | 23.46 | 24.56 | 25.39 | |
| 2 years | 27.83 | 23.66 | 24.77 | 25.60 | |
| April 1, 2024, CBA increase \$0.30 | | | | | |
| | DSP | ON - DSP 1 | ON - DSP 2 | ON DSP 3 | |
| Probation | 27.50 | 23.38 | 24.48 | 25.30 | |
| Start | 27.69 | 23.54 | 24.64 | 25.47 | |
| 1 year | 27.90 | 23.72 | 24.83 | 25.67 | |
| 2 years | 28.13 | 23.91 | 25.04 | 25.88 | |
| October 1, 2024, CBA increase \$0.30 | | | | | |
| | DSP | ON - DSP 1 | ON - DSP 2 | ON DSP 3 | |
| Probation | 27.80 | 23.63 | 24.74 | 25.58 | |
| Start | 27.99 | 23.79 | 24.91 | 25.75 | |
| 1 year | 28.20 | 23.97 | 25.10 | 25.94 | |
| 2 years | 28.43 | 24.17 | 25.30 | 26.16 | |

TEAM LEADER

| | Pay Equity and PCE | CBA | | | |
|-----------|--------------------|----------|----------|----------|----------|
| | | Apr 1/23 | Oct 1/23 | Apr 1/24 | Oct 1/24 |
| | | 0.25 | 0.25 | 0.30 | 0.30 |
| Probation | 29.42 | 29.67 | 29.92 | 30.22 | 30.52 |
| Start | 29.56 | 29.81 | 30.06 | 30.36 | 30.66 |
| 1 year | 29.87 | 30.12 | 30.37 | 30.67 | 30.97 |
| 2 years | 30.12 | 30.37 | 30.62 | 30.92 | 31.22 |

Notes:

**** Contract employees receive twenty-five (.25¢) per hour less than the appropriate rate.**

****Employees shall move to the 1 year rate after completing 1 year of service**

(Part-time/Casuals 1820 hours paid) with the employer and

****Employees shall move to the 2 year rate after completing 2 years of service with the employer**

(Part-time/Casuals 3640 hours paid).

LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (Durham Region)

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01

RE: PURCHASING OF PART TIME BENEFITS

The Employer and the Union agree to create a committee comprised of part time employees and management within 90 days of ratification of the current CBA.

The function of the committee will be:

- Developing a survey directed at part time employees regarding their interest to self-purchase health and dental benefits.
- Circulating the survey to part time employees.
- Once 75% of part time employees express their interest the employer will ascertain costs based on expressed priorities and interest of those surveyed.
- Once this information is received the committee will share the findings of monthly fees and content of the benefit package to part time employees
- Developing and conducting secondary survey to determine interest based on cost of the package.

Should 50% plus 1 of part time employees currently employed at the time of ratification be interested in purchasing the benefits, the employer will tender to find a provider.

Upon engagement of a provider part time employees will have the choice to opt into the purchase of benefits on a voluntary basis.

A policy and procedure will be drawn to address issues relating to premiums payment, eligibility and membership and will be vetted by the committee.

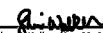
Enrolment in the benefit program will not result in loss of the payment in lieu of benefits.


The Parties agree that once this process is completed this LOU will be removed from the CBA.

SIGNED THIS 10TH DAY OF APRIL 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**


Wanda Reid (Apr 10, 2025 12:27 GMT-2.5)


Sheri Walker (Apr 23, 2025 08:51 EDT)


Susan Macdonnell (May 5, 2025 14:08 EDT)



**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**


Izabela Wielgosz


Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)


Sharron-Anne Edmunds

LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (Durham Region)

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01

RE: CASUAL STAFF AVAILABILITY AND PARAMETERS OF EMPLOYEMENT

When the Employer offers shifts to a casual employee and the casual employee refuses more than 5 consecutive offers a letter will be sent to the employee stating that they have been removed from the call-in list, and they must contact the employer with a reasonable explanation for the reason of the repeated refusals and failure to meet their employment agreement.

If the Employer does not hear from the employee within a reasonable period of time, fourteen days, another letter will be sent confirming that they have been removed from the list and that their employment has ended.

A refusal will be defined as each attempt to contact the employee with work opportunity. When offering available shifts to casual staff, managerial staff or their designates will record that the employee a=accepted, r=refused, c=could not be reached or u=union business. Messages will only be left for the purpose of documenting that contact was attempted. Employees may at their discretion return the call, but the employer is under no obligation under any circumstances to hold the vacancy in reserve.


The obligation does not apply to casual employees while they are on an approved leave of absence as set out in Article 19.

The Employer's above-mentioned records will be open to the employee and their union steward in any disciplinary action related to availability

SIGNED THIS 10TH DAY OF APRIL 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**


Wanda Reid (Apr 10, 2025 12:27 GMT-2.5)



Sheri Walker (Apr 23, 2025 06:51 EDT)


Susan Macdonnell (May 5, 2025 14:08 EDT)

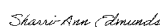


**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)



LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (Durham Region)

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01


RE: CORE COMPETENCIES

Should core competencies be introduced into the workplace it is understood that the purpose of core competencies is to improve the quality of supports being provided to the individuals who are supported by the agency and to develop and enhance the skills of the employees providing these supports. Core Competencies will not be implemented as a tool in agencies discipline processes.


SIGNED THIS 10TH DAY OF APRIL 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**

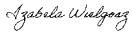

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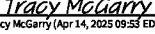

Sheri Walker (Apr 23, 2025 08:51 EDT)



Susan Macdonnell (May 5, 2025 14:08 EDT)



**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**


Gabriela Waliganz


Tracy McGarry (Apr 14, 2025 09:33 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)


Sharron Ann Edmunds

LETTER OF AGREEMENT

Between

THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

RE: DOWNSIZING

The parties agree that the Employer will make every attempt to maintain fifty five (55) positions within the organization during the life of this Collective Agreement.

The parties further agree that short-term lay-offs may occur, i.e. summer shutdown and lay-off of up to eight (8) weeks.

The parties further agree that should the Ministry cut funding or extenuating circumstances arise that would necessitate a long term lay-off, the parties will meet to discuss how this will take place before it is announced to the membership.


For clarification purposes:


The parties acting on behalf of the Union would be Unit Chair, CUPE National Representative and the Negotiating Committee.


The parties representing the Employer would be: The Employer designates, and the Board designates.

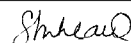
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**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**



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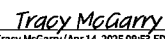

Sheri Walker (Apr 23, 2025 08:51 EDT)


Susan Macdonnell (May 5, 2025 14:08 EDT)



**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)



LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

RE: PREVENTION OF VIOLENCE IN THE WORKPLACE

The Employer and the Union recognize their joint obligation to create and sustain a safe workplace that is free from harassment.

The Employer and the Union agree that within sixty (60) days from the ratification date of this Agreement the parties will meet to jointly develop a policy on workplace safety and prevention of violence in the workplace, which shall include a definition of Violence and Risk.

The policies and procedures referred-to above will form part of the Employer's Health and Safety Policy. Written policies will be provided for each employee to review and then will be placed within Policy and Procedure Binders at each site location.

The policies and procedures will include but not be limited to:

- I) The requirement that all employees complete and maintain Crisis Prevention and Intervention certification through a MCSS approved body for Adult Development Services.
- II) Consistent and appropriate implementation of Crisis Prevention and Intervention protocols and prescribed behaviour management programs to increase workplace safety.
- III) Review, as required and at staff meetings, of support arrangement for individuals who exhibit challenging behaviour.
- IV) Provision of adequate information about the previous, actual or potential challenging behavior of an individual supported towards employees and the procedures for identifying, evaluating and communicating risk.
- V) The Joint Health and Safety Committee shall meet and review the anti-violence policies at least once per year.
- VI) Reporting and debriefing protocols will be incorporated into this policy.
- VII) "Violence" means the attempted, threatened or actual conduct of any person that causes or is likely to cause injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment.

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


or humiliates.

SIGNED THIS 10TH DAY OF APRIL 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**


Wanda Reid (Apr 10, 2025 12:27 GMT-2.5)


Sheri Walker (Apr 23, 2025 08:51 EDT)


Susan macdonnell (May 5, 2025 14:08 EDT)

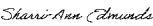


**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)



LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

RE: DIRECT SUPPORT OVERNIGHT ASLEEP POSITION

In regard to the Direct Support Overnight position the Parties agree to the following:

The scheduled asleep and awake hours for this position shall be as per posted schedule and the job posting. The minimum asleep time shall be six (6) hours within scheduled shift.

Overnight asleep staff are required to perform regular Direct Support Staffs or Apprentices duties during their awake hours.

During their scheduled asleep hours, the staff are permitted to sleep but must remain at the work location to respond to emergencies or incidents that may arise.

The established overnight asleep position's rate of pay is as follows:

- For half of the scheduled shift awake hours the current Direct Support or Apprentice pay rate applies,
- For the other half of scheduled hours, during which employees are asleep the rate is current Ontario minimum wage and as amended from time to time.
- Should an employee attend to supported individual's needs during their scheduled asleep hours the Direct Support or Apprentice rate of pay will apply to that awake portion of their shift only if combined awake hours exceed half of the employee's shift.

All scheduled overnight hours: both awake and asleep should be considered time worked and seniority shall apply for all combined hours.


Employees who accept the overnight asleep shift on a call-in basis will be paid for half of their shift accordingly to their regular rate of pay and for the other half at asleep pay rate which is the minimum wage.


Employees who post in the overnight asleep position are eligible to submit their availability for call-in hours/shifts as per ESA and Collective Bargaining Agreement parameters.


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

SIGNED THIS 10TH DAY OF APRIL 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**


Wanda Reid (Apr 10, 2025 12:27 GMT-2.5)

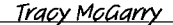

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Susan macdonnell (May 5, 2025 14:08 EDT)



**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)



LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and


CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01


RE: CONVERSION TO FULL TIME

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 and 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 10TH DAY OF APRIL 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**


Wanda Reid (Apr 10, 2025 12:27 GMT-2.5)


Sheri Walker (Apr 23, 2025 08:51 EDT)


Susan macdonnell (May 5, 2025 14:08 EDT)




**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)



LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

RE: ADVOCACY

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

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

The Employer further agrees to advocate collectively, for increased funding to improved wages and benefits for its workers through associations of membership e.g. OASIS etc.


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


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


Where possible, the Employer further agrees to make efforts to attend a forum hosted by CUPE where the concept of central bargaining will be explored.

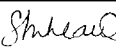
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**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:53 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)


Sharro Ann Almeida

LETTER OF UNDERSTANDING

Between

THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

RE: DSP – ADVANCEMENT AND RECOGNITION

WHEREAS the parties have been discussing staffing recruitment, retention and the Employers use of outside services to fill vacant positions during the course of bargaining.

AND WHEREAS the parties recognize that consistency in staffing is beneficial to all parties involved especially the individuals supported by the agency.

AND WHEREAS the parties, in an effort to address staffing concerns, agree to endorse the Development Services Worker Apprenticeship Program governed by the Ontario College of Trades or its successor governing body.

AND THEREFORE, it is agreed as follows:

1. For clarification purposes, this Letter of Understanding (LOU) does not apply to any existing employees hired prior to the date of ratification of this agreement that do not possess a DSW Diploma or Equivalent.
2. The Employer may hire employees as “**DSP – Level 1 Apprentice**”:
3. **Criteria.** The Criteria for Level 1 Apprentice Shall be:
 - i. PSW, HCA Certificate, other relevant post-secondary education in personal care delivery or completion of high school with one year of full-time work experience in a related field (required)
 - ii. Experience pertaining to working with individuals with disabilities (preferred)
 - iii. Valid driver’s license (required)
 - iv. Fire Safe, Safe Management, Medication Administration (preferred)
 - v. CPR and First Aid (required)
 - vi. Police Records Check – Vulnerable Sector Check (required)
4. **Introduction and Orientation.** A Level 1 Apprentice will be provided with orientation and training in the first year of their employment as well as an introduction and exposure to the DSW Apprenticeship Program. Ongoing training shall be provided as required thereafter, as well as refreshers to the DSW Apprenticeship and the benefits available through this LOU as requested thereafter.
5. **Declaration of Intent and Application.** A Level 1 Apprentice may at any time during their employment declare their interest in enrolling in the DSW Apprenticeship Program (the

“Program”). Within two (2) weeks of the declaration the Employer along with the employee agree to submit a completed Application for Apprenticeship to the MAESD Employment Ontario office.

6. Apprenticeship Advancement.

- a) **Level 2 Apprentice.** Once enrolled in the Program as per p3 above, the Level 1 Apprentice will be considered a “**Level 2 Apprentice**”. Level 2 Apprentice status will be maintained conditional on the employee providing proof of completion of at least two (2) educational course by the end of every twelve (12) month period. Failure to provide proof at the end of a twelve (12) month period will result in the employee returning to Level 1 Apprentice status until such time as they provide proof of completion of a Program course, except where an employee has been on a leave of absence exceeding thirty (30) days during the twelve (12) month period, in which case the twelve (12) month period will be extended by the duration of the leave.
- b) **Level 3 Apprentice.** After 1860 Hours and Completion of fifty percent (50%) of the educational credits required for the Program, the employee will be considered an “**Level 3 Apprentice**”.

7. Tuition Payment: The Employer will reimburse the following portion of the tuition costs for the Education component required to complete the Program upon proof of completion and payment receipt, in total up to five hundred (\$500) per year:

Where requested by an employee, the Employer will make arrangements to pay any requested portion of tuition costs by payroll deduction from the employee’s earnings.

8. Hours of Work: Hours will be in accordance with Article 14 – Hours of Work based on status (FT, PT, Casual).

9. Roles and Responsibilities: Shifts for which employees hired under this LOU shall be eligible are as follows:

a) **Level 1 Apprentices:**

- i. Overnight Asleep.
- ii. Overnight Awake.
- iii. Call in only – Day, Evening and Weekend Shifts, only on a call-in basis where the shift has already been offered to all other DSPs and Apprentices and where the employer would otherwise be calling outside/temp agency staff.

b) **Level 2 Apprentices:**

- i. Scheduled – Day, Evening and Weekend Shifts where the employee will be working together with another DSP or TL when such opportunities arise on a scheduled basis.
- ii. Call in – Day, Evening and Weekend Shifts, where the shift has already been offered to all other DSPs and Level 3 Apprentices, where the employer would otherwise be calling outside/temp agency staff.
- iii. Overnight Asleep.
- iv. Overnight Awake.

c) **Level 3 Apprentices:**

- i. Day, evening or weekend shifts, call-in or scheduled through staff scheduled care (or replacement system).
- ii. Overnight Asleep.
- iii. Overnight Awake.

Overnight positions that are vacant on or after the date of ratification will be filled exclusively by Apprentices. The Employer will endeavour to ensure that Level 2 and Level 3 Apprentices are assigned work and/or shifts that will provide the skills to complete the Apprenticeship Training Standard Log Book.


10. **Call-in or Scheduling process** – Call ins and scheduled shifts for TL’s, DSP’s or Apprentices as referenced in paragraph 7 of this LOU will be awarded in the following order:
- i. **Part-time, Casual and level 3 apprentices** – Additional shifts that do not result in Overtime in order of seniority.
 - ii. **Full-time** – Additional shifts that result in Overtime, in order of seniority,
 - iii. **Part-time, Casual and level 3 apprentices** – Additional shifts that result in Overtime, in order of seniority.
 - iv. **Level 2 Apprentices** – Additional shifts, straight time of overtime in order of seniority.
 - v. **Level 1 Apprentices** – Additional shifts, straight time of overtime in order of seniority.
 - vi. Outside/temp agency staff.
11. **Promotions and Changes.** Employees hired pursuant to this LOU shall not be entitled to exercise rights under Article 12 under such time as they have completed the Program.
12. **Benefits.** Employees hired pursuant to this LOU shall be entitled to all the benefits of the Collective Agreement unless explicitly mentioned otherwise in herein.
13. **Wages.**


| Stage of Apprenticeship | Rates (Move with Grid) |
|-------------------------|------------------------|
| Level 1 Apprentice | 85% of DSP Rates |
| Level 2 Apprentice | 89% of DSP Rates |
| Level 3 Apprentice | 92% of DSP Rates |


14. **Completion of Apprenticeship.** Upon completion of the Apprenticeship, employees will be placed at the one (1) year rate of the DSP grid.

SIGNED THIS 10TH DAY OF APRIL 2025

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-01**

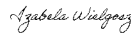

Wanda Reid (Apr 10, 2025 12:27 GMT-2.5)

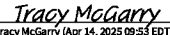

Sheri Walker (Apr 23, 2025 08:51 EDT)



Susan Macdonnell (May 5, 2025 14:08 EDT)



**PARTICIPATION HOUSE PROJECT
(DURHAM REGION)**




Tracy McGarry (Apr 14, 2025 09:55 EDT)


MBrooks (Apr 14, 2025 10:43 EDT)

