

**COLLECTIVE AGREEMENT**

**Between:**

**POSITIVE LIVING NIAGARA  
(hereinafter called the "Employer")**

**And:**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263  
(hereinafter called the "Union")**



**December 1, 2024 to November 30, 2027**

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## ARTICLE 1 - PURPOSE

1.01 Whereas it is the desire of both parties to this Agreement:

To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

To encourage efficiency in operation.

To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Both parties agree to act in a fair and reasonable manner.

The parties will endeavour to work together to ensure the best possible delivery of programs and services in accordance with all applicable laws and organizational policies.

Both parties agree to co-operate in the pursuit of the Positive Living Niagara's Vision and Mission. Due to the barriers and stigma associated with HIV/AIDS, both parties agree to recognize the importance of upholding the privacy and confidentiality protocols related to Positive Living Niagara.

## ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for the Employees, Housing Support Workers of Positive Living Niagara, in the City of St. Catharines.

2.02 The Union will supply the Employer with the names of its Officers. Likewise the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.

2.03 No Employee shall enter into any other agreement with the Employer which may conflict with the terms of this Agreement.

2.04 a) Employees outside of the bargaining unit will not perform bargaining unit work except for purposes of orientation, experimenting and emergencies.

b) It is understood that the employer will follow the call in procedure when a shift needs to be covered. In situations where no employee is

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available for call in, the employer may assign work to persons outside of the bargaining unit.

- c) It is understood that any work performed by volunteers, community partners and other employees is to enhance the care and well being of clients.

### ARTICLE 3 – DEFINITION OF EMPLOYEES

#### 3.01 Employee Definition

For the purpose of this agreement, Employees shall be defined as follows:

- a) Full time Employees: those employees who are regularly scheduled thirty-five (35) hours of work per week.
- b) Part time Employees: Those employees who work less than 35 hours of work per week or those employees who are called in to work due to the absence of a regular employee.
- c) Zero hour Part time Employees; those employees who are called in to replace regularly scheduled employees.

### ARTICLE 4 – UNION MEMBERSHIP

- 4.01 Employees of Positive Living Niagara classified as Housing Support Workers, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees hired under this job description as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of Employment with the Employer.

### ARTICLE 5 – MANAGER'S RIGHTS

- 5.01 The rights and responsibilities of the Employer as set out in this Article shall be exercised in a manner consistent with the provisions of this Agreement.

The Union acknowledges the Employer's right to manage the Housing Support Workers in all respects in accordance with its responsibilities and commitments. In addition, the methods, processes and means of performing the work are solely the right and responsibility of the Employer.

- 5.02 The Employer has the right to develop and establish standards, policies and procedures; to make and alter from time to time rules and regulations to be

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observed by the employees provided that no changes in such rules and regulations shall be made by the Employer without prior notice to the Union.

- 5.03 To select, hire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline Employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or, a claim that an Employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 5.04 To have the right to plan, direct and control the work of the employees and the operations. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules and the increase or decrease of personnel.

#### ARTICLE 6 – HARASSMENT IN THE WORKPLACE – NO DISCRIMINATION OR HARASSMENT

- 6.01 The Employer and the bargaining unit will not practice any form of discrimination or harassment and will protect the rights of all persons under the Human Rights Code, The Occupational Health and Safety Act and the related policies of the Employer.
- 6.02 Workplace Harassment (includes prevention of violence in the workplace, expression of hate, bullying, etc.) and other discriminatory behaviors that are strictly prohibited in the workplace including all work related events that occur outside the normal business hours or off business premises.
- 6.03 Definitions:
- Harassment is a course of vexatious comment or conduct that is known or ought reasonably to be known, to be unwelcome. Despite the foregoing there may be circumstances where a single incident is serious enough to amount to harassment.
- 6.04 Discrimination includes the act of making a distinction against a person based on the group class or category to which the person belongs, rather than on the individual merit. For the purpose of this policy, discrimination exists where distinctions are drawn on the protected grounds set out in the *Human Rights Code*.

#### ARTICLE 7 - CHECK OFF OF UNION DUES

- 7.01 The Employer shall deduct from every employee any dues, initiations or assessments as are uniformly levied, in accordance with the Union Constitution and/or Bylaws, and owing by them to the Union.

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- 7.02 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following, accompanied by a duplicate list of the names and addresses of all employees from these wages the deductions has been made.

ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 8.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect.
- 8.02 On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to their Unit Officer or Union Steward.
- 8.03 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Union. The representative may, at this time, provide the new employee with a copy of the Collective Agreement.

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence between the parties, arising out of the agreement or incidental thereto, shall pass to and from **the Director** or their designated representative and the Union Office, with copies to the Unit Officer unless otherwise provided herein.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Formal Complaint

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given their Supervisor the opportunity of adjusting the complaint. At this point the employee shall arrange for the presence of their Steward.

If the complaint cannot be addressed at this stage the Union Representative can advise the Supervisor that they wish to proceed with a formal complaint.

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Such complaint shall be discussed with their Supervisor within seven (7) working days after the circumstances giving rise to the event. The Supervisor shall give their reply in writing within seven (7) days.

Failing satisfactory settlement, the Grievance procedure herein shall apply.

10.02 A claim by an employee that they have been unjustly disciplined shall be treated as a Grievance if a written statement of such Grievance is lodged with the **Director** or designate. Discharge or suspension shall be dealt with at Written Grievance stage (Article 10.03) of the Grievance procedure.

10.03 Written Grievance

Within seven (7) working days following the decision under the Formal Complaint the Employee/Union may submit the written Grievance to the **Director** or Designate.

The **Director** or designate shall schedule a meeting with the Vice President or designate and Unit Officer or designate within seven (7) days of receipt of the Grievance to hear the Grievance. The Grievor, the CUPE National Representative and the President shall have the right to attend this meeting.

The decision of the **Director or their** designate shall be given to the Union, in writing, within ten (10) working days following this meeting.

Should the **Director or their** designate fail to render their decision as required or failing settlement, the grievance may be referred to Arbitration within fifteen (15) days of receipt of the **Director or their** designates decision in accordance with Article 11.

10.04 Mediation

Either party may apply for the assistance of a Grievance Mediation Officer. The cost of the services of a Mediation Officer shall be jointly shared by both parties.

If no settlement is reached in mediation the time limits to apply for arbitration will commence the day after the mediation meeting.

10.05 Group or Policy Grievances

Within ten (10) days of the event upon which the Grievance is based, the Employer or the Union may submit a Grievance in writing to the other alleging the violation of a term of this Agreement. Such Grievance shall set out the facts of the section or sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Article 10.03 (Written Complaint) and the balance of the Grievance procedure. No Grievance shall be

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submitted by the Union under this Article 10.06 unless it involves more than one (1) employee, or unless it is a matter regarding which the Employer has established a written policy.

10.06 When more than one (1) employee has a common Grievance, a single Grievance shall be presented as provided in Article 10.03 (Written Grievance) and shall set out names of the employees to whom it applies.

10.07 At any stage of the Grievance procedure, including Arbitration, the conferring parties may have the assistance of the employees or employee concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the head office and to view disputed operations and to confer with necessary witnesses.

10.08 The Employer shall have the right to file a Grievance as contemplated by the Ontario Labour Relations Act and the procedure shall be as follows:

Step 1: The Employer on behalf of management shall lodge the Grievance with the President of the Local within seven (7) working days of occurrence giving rise to the Grievance. Within ten (10) working days of receipt of the Grievance, the President of the Local and two other elected or appointed officers of the Union shall meet with the Employer to discuss the Grievance.

Within ten (10) working days after the said meeting, the President of the Local shall deliver to the Employer the Union's answer to the Grievance.

Step 2: If the Employer is not satisfied with the disposition of the Grievance by the Union Grievance Committee, the matter shall be submitted to Arbitration which event procedure as set forth in Article 11 shall apply.

10.09 The time limits fixed in both the Grievance and Arbitration procedure may be extended by the consent of both parties.

10.10 In this Article, the word "days" shall not include Saturdays, Sundays or paid holidays.

#### ARTICLE 11 - ARBITRATION

11.01 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to Arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

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- 11.02 When either party requests that a Grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the Grievance and the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavor within ten (10) days after appointment of the second of them to agree upon a third person as Chairperson within ten (10) days after the appointment of the second of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairperson of the Board of Arbitration.
- 11.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular Grievance concerned.
- 11.04 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Arbitrator and one half of the expenses and fees of the Chairperson.
- 11.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.
- 11.06 All agreements reached under the Grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 11.07 At any stage of the Grievance procedure, including Arbitration the parties may have the assistance of the employee or employees concerned as a witness.
- 11.08 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance procedure.

#### ARTICLE 12 – DISCHARGE AND DISCIPLINE

- 12.01 When an employee is called to a disciplinary, discharge or suspension meeting, the Unit Officer or the Steward must be present at the meeting between the Employer and the employee. Should an employee not want a union representative present they shall inform the Employer of their wishes and sign a statement to that effect. In such case the Employer shall not be obligated to have a Union Representative present.

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- 12.02 When disciplinary action is considered necessary by the Employer, a copy of such discipline will be forwarded to the union office and the unit officer immediately.
- 12.03 Twelve (12) months following any disciplinary action, any documentation related to such action shall be removed from the employee's personnel file unless further discipline has occurred during that period.
- 12.04 Upon 3 days written notice to the Supervisor an employee shall have the right to make an appointment to have access to and review their personnel docket in the presence of their Supervisor.
- 12.05 In this article the word "days" shall not include Saturday, Sunday or paid holidays.

#### ARTICLE 13 - EMPLOYER'S GRIEVANCE

- 13.01 The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, its representatives, or any Employee, in writing, dated and signed, by forwarding a written statement of said grievance to the Union Representative of the Union, provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Union within seven (7) days. When submitting the grievance, the Employer shall suggest at least three (3) alternative days, and times and places at which the meeting may be held.

Failing to hold the meeting shall be deemed to be a denial of the grievance. The representative of the Union shall give its decision, in writing, within seven (7) days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement a grievance may be referred to arbitration by the Employer by written notice of intent in accordance with Step No. 3 of the grievance procedure.

#### ARTICLE 14 - UNION COMMITTEE AND STEWARDS

- 14.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Employer will recognize:
- (a) A Negotiating Committee of four (4) employees, which shall consist of the President and the Vice President - Private Homes of the Local, and the Unit Officer from the Bargaining Unit and one (1) employee as elected or

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selected by the Union. Such Committee shall be for the purposes of renewing and/or amending the Collective Agreement.

- (b) A Grievance Committee shall consist of the President, Vice President - Private Homes or their designate(s), Unit Officer or Steward involved and Grievor(s).
- (c) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

14.02 Stewards shall be elected or appointed by the Union and recognized by the Employer on the following basis:

Positive Living Niagara

Unit Officer	1
Stewards	1

14.03 The Union shall notify the Employer in writing of the name of the Unit Officer and Steward before the Employer shall be required to recognize them.

ARTICLE 15 - LABOUR MANAGEMENT RELATIONS

15.01 (a) Meetings between the Employer and the Union shall be held at a time mutually agreeable to both parties, however, such meetings shall be scheduled within fourteen (14) calendar days after the request has been given.

- (b) A statement outlining the matters for discussion will be submitted by each party not less than four (4) working days prior to the time of the schedule meetings, except in the case of an emergency.

15.02 The Employer agrees that Stewards, Grievance Committee members and other Union Officers 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 Article.

It is understood that a Steward, Grievance Committee members and other Union Officials have their regular work to perform on behalf of the Employer and will not leave their work without obtaining permission from their Manager or designate, which shall not be unreasonably withheld, and shall explain the reason for their absence. Upon resuming their regular work, they will report to their immediate supervisor.

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The Union agrees that employees will not be hindered, coerced or restrained by any Union Representative when reporting incidents, which relate to the well being of residents or other staff.

Employees are not to engage in Union activities while on paid working hours (unless otherwise provided for this in agreement) unless they first receive advance permission from the Employer.

- 15.03 In consideration of this understanding, the Employer will compensate these employees for time spent in handling such business at their regular rate of pay during scheduled working hours.
- 15.04 The Employer will compensate such employees for time spent in negotiating meetings up to and including Conciliation with the Employer during regular scheduled working hours.
- 15.05 The Employer will compensate a member of the Grievance Committee or an employee required to attend a Grievance meeting with the Employer's representative or other meetings regarding labour/management relations for their regularly scheduled work time spent in attending such meetings to the extent that they will suffer no loss of earnings.
- 15.06 The Employer shall make available to the Union and Unit Officer, on request, information required regarding job descriptions or positions in the bargaining unit, job classifications, wage rates.
- 15.07 Before any changes are made to job descriptions/classifications, or positions in the bargaining unit, there will be prior notice and discussion with the union.

#### ARTICLE 16 – NO STRIKES OR LOCKOUTS

- 16.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "strike" or "lockout" shall be defined in the Ontario Labour Relations Act.

#### ARTICLE 17 – SENIORITY

- 17.01 Master seniority lists showing dates of seniority and classification will be posted by the Employer on the Union bulletin boards with copies to the Local Office and Unit Officer which will include phone numbers, in April of each year and updated in October of each year.

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17.02 The seniority date of full time will be based on date of hire, part time seniority shall be accrued on the basis of all actual hours paid [to a maximum of 1820 hours paid is equal to one (1) year] and shall be shown on a separate list.

17.03 Seniority shall be used in determining priority for promotions, transfers, demotions, layoffs and recalls and shall operate on a bargaining unit wide basis.

17.04 Probation Period

Newly hired employees shall be considered on a probationary basis for a period of four hundred and twenty (420) hours.

During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharges. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance procedure unless the Union claims discrimination as noted in Article 9 as the basis of termination.

After completion of the probationary period, seniority shall be effective from the original date of employment. The Employer will notify the Union if a probationary employee is discharged.

ARTICLE 18 - TRANSFERS BETWEEN PART-TIME AND FULL-TIME POSITIONS

18.01 For the purpose of placement on the seniority lists, the following provisions shall apply:

When an employee transfers from full-time to part-time, they shall be transferred to the part-time seniority list by taking, years from date of hire x 1820 hours = hours paid.

When an employee transfers from part-time to full-time, they shall be transferred to the full-time seniority list by taking hours paid divided by 1820 hours = seniority date.

18.02 For the purposes of vacation scheduling, layoffs, recalls, promotion and transfers, a part-time employee, when seniority is being compared with a full-time employee, shall have their seniority date recalculated to full-time seniority in accordance with Article 17.

ARTICLE 19 - LOSS OF SENIORITY

19.01 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

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An employee shall lose all seniority and shall be deemed to have quit in the event:

- (a) they are discharged for just cause and are not reinstated.
- (b) they resign or retire.
- (c) they are absent from work in excess of three (3) working days without just cause or without notifying the Employer unless such notice was not reasonably possible.
- (d) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee to the Employer.
- (e) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.
- (f) they are laid off for a period longer than twenty-four (24) months.
- (g) they engage in gainful employment.

It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number.

#### ARTICLE 20 – PROMOTIONS AND STAFF CHANGES

Both parties recognize in principle, that job opportunities increase with seniority.

20.01 When a vacancy occurs or a new position is created the Employer will post such new position or vacancy for a period of seven (7) working days on the Union /Employee's bulletin board.

20.02 The Employer may choose to do an external and internal posting concurrently providing that bargaining unit applicants are interviewed and given first consideration.

20.03 The internal posting will stipulate the nature of the position, the required qualifications, hours of work and expected start date.

20.04 The Employer shall email the name of the successful applicant of each vacancy to all unionized employees and the union office. Upon request, an unsuccessful internal applicant, within two (2) days of the job posting being filled, may request a written letter outlining why they were not chosen for the position.

20.05 A part time employee who is the successful applicant for a temporary full time position shall retain their status as a part time employee during such a temporary posting. After 18 months, such temporary vacancy shall be posted as a permanent position and filled in accordance with Article 20 of this agreement.

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Notwithstanding the above the parties agree that the Employer has the right to assign work according to the needs of the clients.

#### ARTICLE 21- LAYOFF AND RECALL

21.01 Both parties recognize that job security will increase in relation to seniority as provided herein and that layoff is determined by seniority.

#### 21.02 Definition

A layoff will be defined as a reduction in the workplace or a reduction in hours.

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

#### 21.03 Notice of Layoff

Where layoff is necessary, the employer shall first discuss with the union, the effects of such layoff. The Employer will advise the union as to which position(s) are affected by layoff and, will endeavour to provide the union and the affected employees with as much notice as is reasonably possible but not less notice than what is in accordance with the *Employment Standards Act*.

Where a proposed layoff results in the subsequent displacement of any members of the bargaining unit, the original notice to the union shall be considered notice of any subsequent layoff.

#### 21.04 Exercising of Seniority Rights

- (a) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intent to bump in writing within five (5) days after the Notice of Layoff.
- (b) A displaced employee may if they choose, accept the layoff, or make a decision within three (3) working days to displace a less senior individual in the bargaining unit.

#### 21.05 Recall

In the event of subsequent increase in staffing, Employees laid off for less than twenty-four (24) months shall be recalled, in reverse order of seniority.

When Employees are to be recalled by the Employer, they will be notified by registered mail addressed to their last address on record with the Employer

(which notification shall be deemed to be received on the 4<sup>th</sup> day following the date of mailing).

No new employees will be hired if there are Employees on layoff who are entitled to recall.

Notwithstanding anything herein contained, it is hereby agreed that there is no right of recall for probationary Employees who are laid off under this Article.

21.06 Employees who have been laid off as defined in Article 21 have the right to apply for job postings in accordance with Article 20 and shall be considered an internal candidate for a period of up to twenty-four (24) months from the time of layoff.

#### ARTICLE 22 – HOURS OF WORK

22.01 New employees shall receive a minimum of three (3) shifts of orientation at the starting rate of pay. During this orientation employees shall be an “extra” in addition to the regular number of employees

- 22.02 (i) the regular work day shall consist of seven (7) hours exclusive of one (1) hour meal period.
- (ii) The regular bi- weekly work period shall not be more than seventy (70) hours.
- (iii) No employee shall work more than five (5) consecutive days except upon their request.
- (iv) Full time Employees shall have a free weekend every second week.
- (v) Weekends off for part time employees shall be evenly distributed amongst the part time pool or unless mutually agreed upon.
- (vii) Weekend shift premium of **.35** cents per hour for all hours worked.

22.03 No full time employee shall be scheduled more than two different shifts in one (1) work week without a break of at least twelve (12) hours, unless mutually agreed. Shift exchanges are exempt from this clause.

22.04 A day measured on a midnight to midnight basis, during which the majority of the hours of a shift worked, shall determine the calendar day to which that shift shall belong.

22.05 (a) All scheduled shifts shall be posted at least 2 weeks in advance. Such schedules will show the employee’s regular days of work, together with regular assigned time off. Once the schedule has been posted, there will

be no rearrangement of said schedule without twenty-four (24) hours notice, unless mutually agreed.

- (b) No employee shall be required to work a split shift unless mutually agreed to between the parties.
- (c) Employees may exchange working days and off days with other qualified employees providing that such requests are submitted in writing to the Employer and approved by the Employer in writing. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of, overtime premiums.

#### ARTICLE 23- OVERTIME

23.01 An Employee who performs approved overtime which is work in excess of forty-four (44) hours in a week (exclusive of meal periods), or more than their scheduled shifts, whichever is greater, will be compensated by receiving pay at the rate of one and one-half (1 ½) times their regular wage rate.

23.02 There shall be no pyramiding of overtime or premium hourly rate or any benefits under this agreement. Any and all overtime must be approved by the Employer prior to the hours being worked.

#### ARTICLE 24 - CALL IN

24.01 Call in at a minimum of 4 hours shall be distributed to employees scheduled to work less than 35 hours per week on a rotational basis.

It is understood that part time employees will be offered work to a maximum of thirty-five (35) hours.

Once part time employees have reached the thirty-five (35) hour maximum call-ins will be offered to 0 hour part time staff followed by full time staff by seniority on a rotational basis.

24.02 Rotational basis shall mean that the next call-in will start with the employee listed below that last employee to fill the previous call-in.

Each call-in will be indicated on the call-in sheet as to:

- A – Accept
- R – Refused
- NA – Not available.

LM – Left Message  
W – Already Scheduled

All of the above shall be counted as worked for the purpose of the call-in rotation.

- 24.03 (a) For immediate call-ins, meaning up to twenty-four (24) hours prior to the commencement of the shift, the Employer will be allowed to move on to the next available employee on the call-in list when no immediate response is received.
- (b) For all other call-ins exceeding twenty-four (24) hours, one (1) hour will be given to call back prior to moving to the next available employee.
- 24.04 **On an exception basis, for emergency situations, the employer may bypass the call-in rotation.**
- 24.05 Zero hour part time employees will identify their availability four (4) weeks in advance to the Employer and if they are unavailable for five (5) consecutive replacement shifts during those available times it will result in discontinuance of the employment relationship.
- 24.06 Employees are required to provide the Employer with their up to date and current address and telephone number where they can be reached.

#### ARTICLE 25 – TRANSPORTATION

- 25.01 Travel is reimbursed at a rate of forty-one cents (\$0.41) per kilometer for all travel from the office or in situations where a staff is leaving from home or returning home after a client drop off, travel is calculated from the office or home whichever is the shorter distance.
- 25.02 The employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required. If it is the expectation of the Employer that Employees may be required to transport staff and/or clients in their personal vehicles during and as a condition of employment, this additional requirement shall also be included on the job postings and/or job descriptions.
- 25.03 Employees that may be required to utilize their personal vehicles for any work-related purpose, including transporting staff and/or clients, are encouraged to make full disclosure of any such usage to their personal vehicle insurer, and are at liberty to provide their insurer with a copy of the job description and/or job posting for this purpose.
- 25.04 Employees shall provide the Employer with written proof of the added coverage purchased from their insurer. The Employer shall approve the quote and

thereafter promptly provide the Employee with the funds up to one hundred dollars (\$100) annually to purchase the added coverage from their insurer for the use of their personal vehicle for work-related purposes.

ARTICLE 26 – PAID HOLIDAYS

26.01 Employees are eligible to receive the following 13 statutory holidays in accordance with the provisions of the Ontario Employment Standards Act.

New Year's Day	Victoria Day	Christmas Day
Good Friday	Canada Day (July 1)	Boxing Day
Easter Monday	Labour Day	Civic Day
Remembrance Day	Family Day	Thanksgiving Day
National Day for Truth and Reconciliation		

**One Float day per year to be taken at a mutually agreeable time.**

Any other day proclaimed as a statutory holiday by the Federal, Provincial or Municipal Government.

26.02 In order to qualify for holiday pay, an Employee must work their full scheduled shift immediately preceding and immediately following all paid holidays unless the Employee is absent due to illness and provides a medical note to substantiate the illness. Upon request by the Employer, the Employee must provide medical documentation to verify any absence due to illness.

26.03 Any part-time employee who does not work on a statutory holiday shall be paid in accordance with the calculations set forth in the Employment Standards Act 2000 providing they meet the criteria set out in this article and the Employment Standards Act.

26.04 When the Employer requires an employee to work on a statutory holiday they shall receive pay at the rate of two and one-half times (2.5), or may opt to take a lieu day with pay and receive one and half (1.5) for working a holiday.

Accumulated lieu days will be limited to three (3) days at one time and must be used within six (6) months of that day being earned.

Any accumulated lieu time will be scheduled at a time to be mutually agreed to by the Employer and Employee.

26.05 In the event an Employee fails to show up for their scheduled shift on a statutory holiday they will not receive pay unless the Employee is absent due to illness in accordance with the sick leave policy and provides the Employer with a doctor's note to verify the absence due to illness.

26.06 If a statutory holiday is observed during an employee's vacation, that statutory holiday shall not be counted as a vacation day.

26.07 Part-time employees have the same responsibility to work on a statutory holiday as scheduled.

26.08 There shall be no pyramiding of premium pay for overtime worked and hours worked on a holiday.

ARTICLE 27 – VACATIONS

27.01 Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

YEARS OF CREDITED SERVICE	VACATION	VACATION PAY
Less Than 1 Year	1 Day Per Month Up To A Maximum Of 10 Days	4%
1 Year But Less Than 2 Years	2 Weeks	4%
2 Years But Less Than 5 Years	3 Weeks	6%
5 Years But Less Than 10 Years	4 Weeks	8%
10 Years But Less Than 15 Years	5 Weeks	10 %
15 Years But Less Than 20 Years	6 Weeks	12%
20+ Years	7 Weeks	14%

Note: The date to determine the credited service date shall be the Employee's hire date in accordance with the seniority article.

27.02 Full and part time employees may book up to one week's vacation as single days.

One week's vacation is defined as 3 days for part time employees for the purpose of this article.

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Single days vacation for full time staff in excess of one week may be approved where operationally feasible.

### 27.03 Full Time Employees

Full time employees are credited with their vacation entitlement on January 1<sup>st</sup> for that year.

- (i) In the event that a full-time employee has been unable to deplete all outstanding vacation credits at the time of their termination of employment, the employee is entitled to receive full pay at the employee's current rate of pay for each full day of vacation earned but not taken. This would include accrual in the final month of employment, if the termination date falls after the 15<sup>th</sup> of the month.
- (ii) In the event that the full-time employee has taken more vacation time than has been earned at the termination of employment the outstanding amount will be deducted from their regular wages on their final pay.
- (iii) When necessary full-time employees can make a written request to have up to five (5) earned vacation days carried over from one calendar year to the next with the approval of the **Director**. Vacation carryover cannot exceed five (5) days at any time.

### 27.04 Part Time Employees

Part time employees will accrue vacation time based on a percentage of earnings, in accordance with the number of years of continuous service. Employees will bank these hours to be taken in the following year. The banked amount will be divided evenly at the beginning of the year and paid out on each week of approved vacation within the year.

- (i) Regularly scheduled part time employees will be paid for any accrued vacation pay as of their last day of employment.
- (ii) No time off will be given to an employee for vacation unless such employee has completed a minimum of six (6) calendar months of service.
- (iii) Notwithstanding the above 0 hour part time employees will receive their vacation pay on each pay cheque.

### 27.05 Vacation Lists

- (i) For the vacation period from June 1<sup>st</sup> to September 30<sup>th</sup>, the Employer will post a list by April 15<sup>th</sup> and the employee shall indicate by May 1<sup>st</sup> the vacation period desired.

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- (ii) The Employer shall arrange the vacation schedule, taking into account the wishes of the employees on the basis of seniority, insofar as the Employer considers consistent with the efficient functioning of the department.
  - (iii) The Employer shall post the list of approved vacations by June 1<sup>st</sup>.
  - (iv) For the vacation period from December 1<sup>st</sup> to January 31<sup>st</sup>, the Employer will post a list by September 15<sup>th</sup> and the employee shall indicate by September 30<sup>th</sup> the vacation period desired.
  - (v) The Employer shall arrange the vacation schedule, taking into account the wishes of the employees on the basis of seniority, insofar as the Employer considers consistent with the efficient functioning of the department.
  - (vi) The Employer shall post the list of approved vacations by October 30<sup>th</sup>.

#### 27.06 Statutory Holiday During Vacation

If a statutory holiday falls during the period when an employee is on vacation, the day is deemed to be a statutory holiday and as such the employee may take another day off in lieu of the day if they so chose.

#### 27.07 Illness During Vacation

In the event that an employee falls ill while on vacation the Employer may convert these days to personal wellness days if:

- (i) The Employee was hospitalized
- (ii) The Employee was under the care of a physician and can provide a satisfactory medical certificate.
- (iii) Any re-scheduled vacation time shall be mutually agreeable to the Employer and the Employee, taking into account the efficient functioning of the department.

### ARTICLE 28 - LEAVES OF ABSENCE

28.01 Employees may request and be granted an unpaid leave of absence. The leave may also be considered in special compassionate situations. Employees who are on an unpaid leave pay shall receive a prorated reduction in their vacation entitlement unless otherwise stipulated by legislation, in the following vacation year as applicable.

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28.02 Approvals for unpaid leaves of absence shall be based on the following criteria:

- (i) Impact on service delivery.
- (ii) The number of previous leaves granted to the employee.
- (iii) The number of other employees on leave or vacation during the period.
- (iv) The reason for the leave.

28.03 Employee requesting leave under this provision must:

- (i) Submit the request in writing to their Supervisor.
- (ii) Whenever possible provide six weeks' notice.
- (iii) Specify the time period being requested.
- (iv) Indicate the reason for the leave.

28.04 Union Leave of Absence

An employee shall receive the wages and benefits (if applicable) provided for in this agreement when on leave of absence for such Union work as conventions, conferences and education. The union shall reimburse the Employer for all lost wages and benefits provided to such employee during the period of absence. No more than two employees may be absent at any given time. Such leaves must not unreasonably disrupt the Employers operations. (such as affecting client care, shift scheduling etc) and must be practical.

28.05 Jury Duty

Positive Living Niagara agrees to pay employees their regular rate of pay while serving on jury duty or when subpoenaed to attend as a witness provided they are scheduled to work on the day they are actually required to serve on the jury or attend as a witness.

Employees will be required to submit to Positive Living Niagara all fees received. The employee will be required to report to work when not actually required for jury duty. The employee shall present proof of the period of jury duty as well as a receipt showing compensation received for serving jury duty.

28.06 Bereavement Leave

When a death occurs in the immediate family of an Employee, who has successfully completed probation, such Employee shall be granted a leave of absence, for the purposes of attending the funeral or for grieving as follows:

- Five (5) days – parent, co-parents, step-parent, spouse/partner, common law partner, child, step-child, siblings, grandparents and spouses/partners parents and partners immediate family.
- Two (2) day – Aunt, Uncle, Niece and Nephew – (Applies to direct relatives of the employee)

A qualified employee shall be paid for such of those days as are scheduled working days. The employee may choose to take one (1) of their bereavement days at a later date for a celebration of life or funeral that occurs at a later date or is out of the area in which they reside. The Employer may require a validation of the event.

#### 28.07 Pregnancy and Parental Leave

- (a) Pregnancy and parental (adoption) leaves are granted and administered in accordance with the provisions of the *Ontario Employment Standards Act 2000*.
- (b) The agency shall continue to pay the premiums for health benefits during the employee's pregnancy and parental leave up to a maximum of eighteen months in accordance with the benefits carrier's policies.
- (c) Employees are to advise the Employer in writing of their intent to take pregnancy and or parental leave at least one (1) month in advance. Pregnant employees are to provide a certificate from a legally qualified medical practitioner stating the estimated date of delivery.
- (d) Employees wishing to shorten their leave must provide a minimum of 1 (one) months notice to their intention to do so.
- (e) Employees on pregnancy or parental (adoption) leave may be eligible for Employment Insurance Benefits in accordance with the *Employment Insurance Act*.
- (f) Credits for service and seniority shall accumulate while on Parental and/or Pregnancy Leave.

#### 28.08 Personal Wellness Leave

- (a) Full time employees will receive fifteen (15) days of paid personal wellness time January 1 of each year.

Part time and 0 hour part time employees will be provided with paid personal wellness days that are prorated in accordance with their regular hours paid in the previous year. The pro ration calculation is as follows:

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122 hours paid = 1 personal wellness day.

- (b) When an employee is sick and unable to report to work or needs to use paid personal wellness days, they (or their caregiver) are to contact their Supervisor directly at or before the start of each shift. They will also contact the main switchboard to indicate they will be ill. Supportive Housing employees reporting evening or weekend absences are required to contact the designated On-Call staff person before the start of the shift.
- (c) The Supervisor may call the employee directly at home if they fail to hear from the employee (or the employees care giver) at the start of the shift to verify the absence.
- (d) Employees who have depleted their earned or accumulated time for personal wellness leave may be eligible for Employment Insurance (EI) benefits.
- (e) An employee may be required to produce proof of illness or injury in the form of a medical note / certificate to the Employer but such requirement shall not be unreasonably imposed. A Return to Work certificate shall be paid for by the Employer.
- (f) Positive Living Niagara reserves the right to submit the employees for independent medical examination to determine appropriate job accommodation strategies, a return to work date or to request further information if required.
- (g) While an employee is receiving their regular salary under the personal wellness plan, all other contributions to benefit plans shall continue to be paid by Positive Living Niagara.
- (h) A maximum of **ten (10)** personal wellness days may be carried forward to the subsequent years to a maximum accumulation of **thirty (30)** days.

There is no financial benefit for unused personal wellness days.

#### ARTICLE 29 - HEALTH AND WELFARE BENEFITS

29.01 The employer will pay the costs of premiums, up to one hundred percent (100%) so that full time permanent employees will continue to be provided with extended health and dental coverage as follows:

- Dental Care – One hundred percent (100%) to a yearly maximum of \$1250 for singles and \$3500 for families
- Prescription coverage or equivalent at one hundred percent (100%) to a yearly maximum of **\$3750** per family or single and then 70% per insured person to a maximum of \$1500 in accordance with the Plan
- Life Insurance Coverage that is two (2) times annual earnings.
- A Vision care plan that provides up to **four hundred (\$400.00)** in benefits every twenty-four (24) months, per employee or dependent.
- Eye exam coverage at a rate of up to one-hundred twenty-five dollars (\$125.00) every twenty-four (24) months
- Long term disability is a mandatory benefit for the employee. The employee will pay one hundred percent (100%) of the premium for this insurance.

29.02 The Employer will have the right to select the insurance carrier of its choice in respect of any of the benefits provided herein (to the extent that all benefits must continue to be provided at the current rates of coverage outlined in this Agreement).

Notwithstanding the above, prior to any change made to the insurance carrier the union will be notified.

29.03 Employees will resolve any disputes concerning benefit payments directly with the insurer.

29.04 Any coverage pursuant to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies or the carrier's contract with the Employer.

#### ARTICLE 30 – WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)/HEALTH & SAFETY

30.01 The employer and employees will comply with the Occupational Health and Safety Act (OHSA).

30.02 The Employer will continue to provide insurance coverage for its employees through the Workplace Safety Insurance Board (WSIB) to comply with the provisions of the WSIA.

30.03 The employer will cover the cost of ambulance transportation via insurance or directly if no insurance coverage is in place for an employee who is injured on the job to receive emergency treatment.

30.04 If an employee has transported the consumer of services in accordance with the requirements of the employer and the client has directly damaged or soiled the Employee's vehicle the following may occur:

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- (i) The staff member shall notify the supervisor within 24 hours of the occurrence and complete an Unusual Occurrence Report Form in the accordance with existing policy.
  - (ii) The employee shall provide two written estimates of the for conducting the required repairs, related to physical damage only.
  - (iii) Prior to having repairs performed the employee must obtain written approval to proceed with the repairs from the employer. The employer shall not unreasonably withhold or delay the granting of such approval.
  - (iv) If damage results of soiling or body fluids the employee shall proceed to get the vehicle cleaned, of the damage limited to the area soiled or body fluids, and the employee shall seek payment for the cleaning or repair as per above.
  - (v) The employer shall have the unfettered right to select the preferred service provider to perform the repairs from the estimates provided by the employee and may arrange for direct payment, related to damage only and not soiling or body fluids.
  - (vi) The employee shall be reimbursed for approved repairs within fifteen (15) days upon the employee presenting a paid invoice for the work performed to the employer if arrangements are not made directly by the employer with the supplier.
  - (vii) Should the Employer elect to pursue the client for reimbursement of damages they caused the employee shall provide evidence as regards names, addresses and particulars of the event in support of the Employer's action. It is understood that the employee shall make themselves available to be a witness in any proceedings, which are commenced by the employer related to above.

#### ARTICLE 31 - NOTICES

31.01 Notice to the parties shall be addressed to:

**Director of Administration and Home Support Services**  
Positive Living Niagara  
120 Queenston St.  
St. Catharines, ON L2R 2Z3

and

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The President  
Canadian Union of Public Employees, Local 1263  
500 Major Street, RR#1  
Welland, ON L3B 6J2

with a copy to

The National Representative  
Canadian Union of Public Employees  
Niagara Area Office  
Two Westport Centre, 101-110A Hannover Drive  
St. Catharines, ON L2W 1A4

#### ARTICLE 32 - JOB CLASSIFICATIONS

32.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.

#### ARTICLE 33 – PAYMENT OF WAGES AND ALLOWANCES

33.01 The Employer shall pay salaries, wages, and allowances, in accordance with this collective agreement on or before applicable **Friday**, on a bi-weekly basis, through direct deposit. If for unforeseen reason this is not the case the Employer agrees to give the employee notice.

On each payday, each employee shall be provided with an itemized statement of their wages and deductions.

33.02 Pay cheque errors, which are a result of Corporate error, must be brought to the Supervisors attention within two business days of issuance. The employer will issue a cheque or make a direct deposit into the employee account within two business days from date of notification if the error is over \$40.00. If the error is under \$40.00, it will be corrected on the next pay.

If the error is in the employee's favour, the employer will issue a cheque within forty-eight (48) hours of notification.

#### ARTICLE 34 - RETROACTIVITY

34.01 All wages shall be retroactive from **December 1, 2024**.

ARTICLE 35 - TERMS OF THE AGREEMENT

35.01 This Agreement shall be binding and remain in effect for a period of thirty-six (36) months from **December 1, 2024** until **November 30, 2027** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to the termination date in any year that it desires termination or amendment.

Signed this 22 day of April 2025.

POSITIVE LIVING NIAGARA

CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1263



Linda D'Addario  
Linda D'Addario (Apr 22, 2025 13:31 EDT)

Jennifer Lamotta  
Jennifer Lamotta (Apr 27, 2025 12:04 EDT)

Cathy Pirson  
Cathy Pirson (Apr 22, 2025 14:35 EDT)

Jane Vasenda  
Jane Vasenda (Apr 24, 2025 09:01 EDT)

Angel Hodges  
Angel Hodges (Apr 25, 2025 00:47 EDT)



SCHEDULE "A" - WAGES

CLASSIFICATION HOUSING SUPPORT WORKER	CURRENT	DECEMBER 1/24 (4.5%)	DECEMBER 1/25 (2%)	DECEMBER 1/26 (2.25%)
START RATE	21.24	22.20	22.64	23.15
AFTER 6 MONTHS	22.03	23.02	23.48	24.01
AFTER 1 YEAR	22.82	23.85	24.33	24.88
END RATE	23.73	24.80	25.30	25.87

LETTER OF UNDERSTANDING #1

Between

Positive Living Niagara

And:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

Both Parties agree to meet, within 60 days of ratification, to discuss the possibility of a Pension Plan.

Signed this 22 day of April 2025.

POSITIVE LIVING NIAGARA

FOR CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263



Linda D'Addario

Linda D'Addario (Apr 22, 2025 13:31 EDT)

Jennifer Lamotte

Jennifer Lamotte (Apr 21, 2025 12:04 EDT)

Cathy Pirson

Cathy Pirson (Apr 22, 2025 14:35 EDT)

Jane Masenda

Jane Masenda (Apr 24, 2025 09:01 EDT)

Angel Hodgins

Angel Hodgins (Apr 25, 2025 00:47 EDT)



**LETTER OF UNDERSTANDING #2**

**Between**

**Positive Living Niagara**

**And:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263**

**RE: Wage Opener**

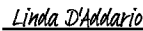
**The Employer agrees that if at any point during the term of the collective agreement any of the Employers funding agencies, including government funders, announce an increase in the amount of funding provided to the employer for wages of any position in the bargaining unit, the Employer will immediately notify the union of the increase in funding and meet with the Union to discuss the implementation of such wage increases.**

**Signed this 22 day of April 2025.**

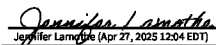
**POSITIVE LIVING NIAGARA**

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263**

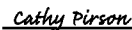




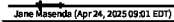
Linda D'Addario (Apr 22, 2025 13:31 EDT)



Jennifer Lamotte (Apr 27, 2025 12:04 EDT)



Cathy Pirson (Apr 22, 2025 14:35 EDT)



Jane Rossini (Apr 24, 2025 09:51 EDT)



Angel Hodgins (Apr 25, 2025 00:47 EDT)

