



CarePartners

COLLECTIVE AGREEMENT

BETWEEN

CAREPARTNERS

(hereinafter referred to as "The Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5471**

(hereinafter referred to as "The Union")

EXPIRY: DECEMBER 9, 2025

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ARTICLE 1 - PREAMBLE

- 1.01** Whereas it is the desire of both parties to this Agreement;
- (1) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
 - (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
 - (3) To encourage efficiency in operation.
 - (4) To promote the morale, mental and physical well-being and security of all the Employees in the bargaining unit of the Union.
 - (5) To act in a fair and reasonable manner.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all office and clerical staff of CarePartners in the City of Peterborough, save and except Supervisors and Team Lead and persons above the rank of Supervisor and Team Lead and Employees in bargaining units for which any trade Union held bargaining rights as of November 7, 2019.
- 2.02** In this Agreement words using the masculine gender include the feminine and neutral; the singular includes the plural and the plural singular, where the text so indicates.
- 2.03** "Employee" as used in this Agreement shall mean those persons described in the bargaining unit as set forth in Article 2.01 above.
- 2.04** A full-time Employee is defined as an Employee who is regularly scheduled seventy-five (75) hours or greater in a bi-weekly period.
- A part-time Employee is defined as an Employee who is regularly scheduled less than seventy-five (75) hours in a bi-weekly period.
- A casual Employee is an Employee who has no scheduled hours and works an irregular schedule. Casual Employees who do not work in a thirteen (13) week period shall be deemed terminated.

2.05 The Employer will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights (either individually or collectively) which will conflict with any of the provisions of this Agreement.

2.06 Contracting Out

The Employer shall not contract-out work usually performed by the members of the bargaining unit save and except in the case of training or demonstration.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, assign, direct promote, demote, re-hire, classify, transfer, layoff, recall and for just cause, to suspend, discharge or otherwise discipline Employees subject to the right of the Employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights. The discharge of a probationary Employee shall be at the sole discretion of the Employer;
- (c) determine and establish standards and procedures, nature and kind of business conducted by the Employer, the methods and techniques of work, the schedules of work, to make studies of and to institute changes in jobs and job assignments, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its Employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be made available to all Employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all Employees and the Union;
- (d) determine the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement;

- (e) Have the sole and exclusive jurisdiction over all operations, buildings facilities and equipment.

ARTICLE 4 - UNION SECURITY

4.01 All Employees in the bargaining unit shall become a member of the Union and shall maintain their membership in the Union as a condition of continued employment. A new Employee shall, within thirty (30) days of the commencement of their employment, become and thereafter maintain membership in the Union as a condition of continued employment.

4.02 Union Dues

The Employer will deduct from each Employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Such dues shall be deducted every pay for all Employees. In the case of newly hired Employees such deductions shall commence the first full pay period in the month following the date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

The Employer will remit the amount so deducted to the Secretary Treasurer of the Union by the 15th day of the month following the month dues are deducted.

The Employer shall, when remitting such dues, name the Employees and provide Employee addresses and telephone numbers from whose pay deductions have been made.

4.03 T4 Slips

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be defined in the *Ontario Labour Relations Act*.

ARTICLE 6 - COST OF PRINTING

6.01 Electronic copies of the Collective Agreement will be made available to Employees. Upon request, hard copies of the agreement will be provided. The cost of printing the Collective Agreement will be shared equally by the Union and the Employer.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 The Employer acknowledges the rights of the Union to appoint or otherwise select Union Stewards for the purposes of representing Employees in the handling of complaints and grievances.

7.02 The Employer agrees to recognize two (2) Union Stewards and shall be notified by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto.

7.03 A Steward may only leave their work to attend to necessary Union business when all of the following conditions are met:

- (a) such business must be between the Employer and the Union and must arise out of the Collective Agreement;
- (b) the Steward must obtain the permission of the Supervisor before leaving their work and shall report to the Supervisor upon their return to work. Time spent dealing with grievances shall not adversely affect the effective and efficient operation of the Employer;
- (c) the time granted shall be devoted to the prompt handling of grievances;

7.04 The Union and the Employees will not hold meetings at any time on the premises without the permission of the Employer. Meetings, if granted, shall not interfere with the effective and efficient operations of the Employer and shall not interrupt or diminish the atmosphere of the workplace. Only those

Employees not on duty shall attend the meeting and the Union will notify the Employer of any visitors attending the meeting.

7.05 The Employer agrees that Stewards and Grievance Committee persons shall not suffer loss of pay for time spent in grievance meetings.

7.06 The Employer agrees to provide an opportunity, once each month, for the Union Steward to meet with new Employees for fifteen (15) minutes. New Employees will be advised of the date and time of that month's meeting at the time of hire. Attendance at these meetings is without pay.

7.07 An Employee subject to disciplinary action which is recorded in the Employee personnel file, shall have the right, if they so request to the presence of the Union Steward or Union committee member or if either of the above are not available a member representative of the Employee's choice who is working on the current shift.

7.08 Union - Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply.

Both parties agree to establish a committee consisting of up to two (2) representatives from the Employer and two (2) representatives from the Union. Both parties shall have the ability to bring an additional resource person from the local Union or the Employer.

The parties shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least two (2) weeks prior to the date proposed. An agenda of matters proposed to be discussed shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of the Agreement. The agenda will be provided at least seven (7) days in advance.

Stewards attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff Representative may attend as a Representative of the Union. Meetings will be held quarterly if required and unless otherwise agreed

7.09 Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.

- (b) A joint management and Employees Health and Safety Committee shall be constituted with representation of at least half by Employees from the various bargaining units and of Employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a quarter. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Employees on a rotating basis designated by the Employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection.
- (d) The Joint Health and Safety Committee shall be notified immediately of any workplace injuries, illnesses, or fatalities as well as the results of any investigation into its cause. Furthermore, the Joint Health and Safety Committee must be notified of the inspection of a government inspector and a representative of the Committee shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- (e) The Joint Health and Safety Committee shall have reasonable access to annual aggregate data relating to the number and nature of workplace fatalities, injuries and illnesses, including but not limited to the number of lost time and no-lost time injuries, and the number of days lost to workplace injury and illness
- (f) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

7.10 New Employees

New Employees will be advised in their letter of offer of their representation by the Union.

7.11 Harassment shall be defined by the *Occupational Health and Safety Act*. The Employer endorses the right of every Employee to work in an environment free from harassment.

7.12 Representatives of Canadian Union

The Union Representative who has been assigned in writing by CUPE to the bargaining unit may have access to their members for servicing duties. Notwithstanding the above, it is understood and agreed that the activities of the Union Representative shall not disrupt the normal operations of the workplace. The Union Representative and the Employees will not hold meetings at any time on the premises without permission of the Employer. The Employer may designate an area of the building where such access will take place.

7.13 Negotiating Committee

- a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating committee of not more than three (3) Employees. A paid Officer of the Union will participate in such negotiations. The committee will co-operate with the Employer in the administration of this Agreement.
- b) Employees on the Negotiating Committee shall receive their regular pay for all regularly scheduled straight time working hours lost due to attendance at negotiations with the Employer up to and including Conciliation.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints of the Employee(s) shall be adjusted as equitably as possible, and it is understood that an Employee has no grievance until they have first given their supervisor an opportunity to adjust their complaint.

8.02 Definition of Grievance

A grievance shall be defined as a difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.03 The Union or any Employee has the right to lodge a grievance with respect to any matter arising out of the interpretation, application, administration or alleged violation of this Agreement.

8.04 If an Employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance within ten (10) days after the circumstances giving rise to the grievance occur, in the following manner and sequence:

STEP NO. 1

The aggrieved Employee shall present their grievance in writing to their supervisor on a regular grievance form supplied by the Union. The Employee shall have the assistance of their Steward if they so desire. The supervisor shall give their decision within ten (10) days following the presentation of the grievance to them. If the supervisor's decision is not satisfactory to the Employee concerned, then the grievance may be presented as follows:

STEP NO. 2

Within ten (10) days after the decision is given at step No. 1, the aggrieved Employee may, with their Steward, present the grievance to the Employer. Unless otherwise agreed by the parties, the parties shall schedule a meeting within ten (10) days between the grievor, Union Steward, Union Staff Representative and the Employer. The decision of the Employer will be rendered in writing within ten (10) days following such meeting.

8.05 If the final settlement of the grievance is not reached at Step No. 2, then the grievance may be referred in writing by either party to a Sole Arbitrator as provided in Article 9 below at any time within fourteen (14) days after the decision is given under Step No. 2, and if no such written request for arbitration is received within the time specified, then it shall be deemed to have been abandoned. Time limits may be extended by mutual agreement of the parties.

8.06 In determining the time within which action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties shall agree on the mediator and share the costs of the mediator's services. Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made.

ARTICLE 9 - ARBITRATION

9.01 Within a period of ten (10) days following the date on which the Company of the Union is required to confirm its decision in writing in acceptance with the provisions in article 7, any grievance or other matter in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any article of this Agreement may, in the event of failure to

reach agreement thereon, be referred by either party to arbitration in accordance with the procedure contained in Article 7 of this Agreement.

- 9.02** The decision of the arbitrator on the matter at issue shall be final and binding on both parties but in no event shall the arbitrator have the power to add to, subtract from, alter or amend from this Agreement in any respect.
- 9.03** Each party shall pay its own costs and fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 9.04** When either party refers a grievance to Arbitration, they shall propose three (3) suitable arbitrators. If none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) arbitrators. If an acceptable arbitrator cannot be agreed upon, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.

ARTICLE 10 - EMPLOYER GRIEVANCES

- 10.01** Any grievance instituted by the Employer may be referred in writing to the grievance committee within ten (10) days of the occurrence of the circumstances giving rise to the grievance, and the grievance committee shall meet within seven (7) days thereafter with the Employer to consider the said grievance. If final settlement of the grievance is not completed within ten (10) days of such meeting, the Grievance may be referred, by either party, to a Board of Arbitration as provided in Article 9 at any time within fourteen (14) days thereafter, but not later.

ARTICLE 11 - POLICY AND GROUP GRIEVANCES

11.01 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement may be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance, or when those circumstances ought reasonably to have come to the attention of the Union.

11.02 Group Grievance

Where two (2) or more Employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each Employee who is grieving, to the Employer or Designate, within ten (10) days after the circumstances giving rise to the

grievance have occurred, or ought reasonably to have come to the attention of the Union. The grievance shall be filed at Step 2 of the grievance procedure.

ARTICLE 12 - DISCHARGE AND SUSPENSION GRIEVANCES

12.01 A claim by an Employee, who has completed their probationary period, that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step No. 2 of the grievance procedure within ten (10) days after the Employee ceases working for the Employer. Such special grievance may be settled by:

- (a) confirming the Employer's action in dismissing or suspending the Employee, or
- (b) reinstating the Employee with full or partial compensation for time lost, or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties, the nominees of the conferring parties, or Arbitrator as the case may be.

12.02 If an Employee is suspended or discharged, the Employer shall notify the Union in writing within two (2) working days following the date of the suspension or discharge.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as service hours worked with the Employer in the bargaining unit. Part-time Employees cannot accrue more than 1950 hours per year.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced, and service hours worked. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an Employee who is absent when the list is so posted shall have thirty (30) days from the date

of their return to work to challenge the seniority list and if they fail to do so, the seniority list as posted shall be deemed to be correct.

13.03 Loss of Seniority

An Employee shall only lose their seniority in the event:

- a) The Employee is discharged for just cause and is not reinstated.
- b) The Employee resigns and does not rescind within twenty-four (24) hours.
- c) The Employee is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) The Employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- e) The Employee has been laid off for the lesser of twenty-four (24) calendar months or the length of their seniority.
- f) The Employee fails to return to work upon termination of an authorized leave of absence or if a leave of absence was taken for purposes other than those for which the leave of absence was granted.

13.04 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months (eighteen (18) for reasons of extended parental leave), the Employee shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months (eighteen (18) for reasons of extended parental leave) shall forfeit bargaining unit seniority.

13.05 Probationary Employees

Newly hired Employees shall be considered on a probationary basis for a period of six hundred (600) hours worked from the date of hiring. The parties may mutually agree to extend the probation where the circumstances warrant. The

Employer may discharge probationary Employees at its discretion subject only to that discretion cannot be exercised arbitrarily, discriminatorily or in bad faith.

13.06 Seniority for Temporary Employee to Permanent Employee

If a temporary Employee becomes a permanent Employee, without a break, as a result of a posting under Article 14, the following will apply:

- (a) The probationary period referred to in Article 13.05 may be reduced by fifty percent (50%) of the time worked to a minimum of three hundred (300) hours, provided the Employee stays in the same job classification.

ARTICLE 14 - JOB POSTINGS

14.01

(a) Permanent Postings

When a vacancy occurs or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall send notice of the position to all Employees. Employees will have a minimum of one (1) week to be able to make written application, as prescribed by the Employer, thereto. The name of the successful applicant shall be announced by the Employer by e-mail.

(b) Temporary Job Postings

A vacancy which occurs for more than eight (8) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed twelve (12) months except in the event of an approved leave of absence including pregnancy, parental, WSIB leave or illness.

- (i) Upon termination of a limited job, the Employee filling the vacancy shall be returned to the classification in which they last worked.
 - (ii) Employees will maintain their permanent status and accumulate seniority during the temporary position
 - (iii) An Employee filling a temporary vacancy of eight (8) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.
- (c) Each successful applicant will be provided appropriate training at the beginning of the appointment in order to be familiarized with all aspects of the new position.

14.02 No outside applicants will be considered until all bargaining unit applicants have been considered and offered a position should they meet the requirements for the position.

14.03 The Employer shall consider applicants for whom a successful bid would result in the promotion or transfer (as defined herein) to a higher or equal rate classification. In cases of a promotion or transfer, the following factors shall be considered:

- (a) Qualifications, experience and ability;
- (b) Seniority with the Employer;
- (c) When the matters in factor (a) are relatively equal in the opinion of the Employer, the factor (b) shall govern.

14.04 Information in Postings

The job posting notice shall contain the following information: nature of the position, responsibilities, qualifications, classification, status and availability required.

14.05 Successful applicants to a job posting from within the bargaining unit shall be transferred to the position in a reasonable time.

14.06 Trial Period

A trial period is established for Employees who are the successful applicants to the team coordinator position from the admin position or to the admin position from the team coordinator position. The successful applicant shall be placed on trial for a period of fourteen (14) days. Such trial promotion shall become permanent after the period of fourteen (14) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job assignment, they shall be returned to their former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

14.07 Postings while on Vacation or Leave

When an Employee will be absent on vacation, and/or a leave of absence, the Employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that the Employee wishes to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the Employee wishes to be

considered. If such a job or position then arises during the Employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

14.08 New Classification

When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within three (3) calendar weeks following the meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by an Arbitrator shall be retroactive to the date that the Union raised the issue with the Employer.

ARTICLE 15 - LAY OFFS AND RECALLS

15.01 Lay-offs and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in accordance with Article 13 - Seniority; however, the Employer will retain sufficient Employees in each classification in order to continue to provide competent care for its clients. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

15.02 Notice of Lay Off

In the event of a proposed lay-off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- (a) Provide the Union with advanced notice prior to its implementation. This notice is not in addition to required notice for individual Employees.
- (b) Provide affected Employees with notice in accordance with the Employment Standards Act.

- (c) meet with the Union through the Union-Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on Employees in the bargaining unit.
Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

15.03 Lay Off Procedure

- (a) In the event of lay off, the Employer shall lay off Employees in reverse order of seniority within their classification, provided that they remain on the job Employees who are able to meet the normal requirements of the job.
- (b) An Employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay-off; or
 - ii) Displace an Employee who has:
 - 1) the least bargaining unit seniority in a lower or identical paying classification; and
 - 2) the least bargaining unit seniority and scheduled hours less than or equal to the Employee being laid off; and
 - 3) Both options above will only apply if the Employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An Employee who wishes to exercise their right to displace another Employee with less seniority shall advise the Employer within three (3) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off casual Employees shall not have the right to displace full-time Employees.
 - v) In the event that an Employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the Employee is qualified and able to perform, the full-time bargaining unit Employee shall then be allowed to displace a casual bargaining unit Employee with the least seniority provided that the Employee is qualified and able to do the work available.

15.04 Recall Procedure

- (a) An Employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled. In determining the ability and qualifications, the Employer shall not act in an arbitrary manner.
- (b) 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.
- (c) It is the responsibility of the Employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work.
- (d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 16 - HOURS OF WORK

16.01 The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

16.02

- (a) The normal weekly hours of work for a full-time Employee shall be thirty-seven and one-half (37 ½) hours, exclusive of a daily one-half (1/2) hour unpaid meal break. The normal working hours per shift shall be seven and one-half (7 ½) hours, exclusive of a daily one-half (1/2) hour unpaid meal break. Work shall be offered to the full-time Employees by seniority first before part-time and casual and such shall not be a violation of Article 13.
- (b) Part-time Employees will be regularly scheduled to work based on the needs of the business. The normal working hours per shift shall be no less than four (4) and no more than seven and one-half (7 ½) hours.

- (c) Part-time Employees may make themselves available to work beyond their regularly scheduled hours. Work shall be offered to the part-time Employees first (up to 44 hours per week) before casual and such shall not be a violation of Article 13.

16.03 Part-Time Availability

Part-time Employees must submit an availability form for shifts in addition to their regular schedule. Such availability will be approved by management. A request to change the Employee's availability must be approved by management.

16.04 The Employer will determine the work schedule. Nothing in the posted schedule constitutes a guarantee of hours.

16.05 In no instance will any Employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

16.06 There shall be a minimum of twelve (12) hours between consecutive shifts unless otherwise mutually agreed.

16.07 Full-time Employees shall not be required to work more than one (1) weekend every three (3). Part-time Employees shall not be required to work more than every other weekend. For the purpose of this Collective Agreement, "weekend" means twelve o'clock and one minute (12:01 a.m.) Saturday to eleven o'clock and fifty-nine minutes (11:59) Sunday.

16.08 Working Schedule

The hours of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the Employee involved. The Union shall receive a copy of the said schedules on request.

16.09 Rest Period

All Employees shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift in an area made available by the Employer. Missed rest periods will not be paid out.

16.10 Reporting Pay

Employees who report for a scheduled shift that is greater than four (4) hours will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an Employee has received prior notice not to report for work.

16.11 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other Employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange.

16.12 Casual Employees must submit their availability by the 15th of each month for the following full calendar month. A casual Employee's availability must include availability for at least one weekday and one weekend per month. Once an availability has been submitted, it shall not be changed unless by mutual agreement.

16.13 The Employer shall determine the shifts to be worked. When two (2) or more shifts of the same length are available on the same day the Employee with the most seniority shall be given shift preference.

16.14 All call-in shifts will be paid at straight time.

16.15 All call-back shifts will be paid at straight time.

16.16 Where a short notice call-in is requested and the Employee commences work within one (1) hour of the call, then the Employee will be paid from the time the shift was offered. All call-in and call-back shifts will be paid at straight time.

ARTICLE 17 - OVERTIME

17.01 Overtime is determined at the sole discretion of management.

17.02 All time worked by the Employee over forty-four (44) hours in a weekly period shall be considered overtime and paid at a rate of time and one-half the Employees' regular straight time hourly rate.

17.03 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided.

ARTICLE 18 - HOLIDAYS

18.01 Holidays

The Employer will observe the following holidays:

New Year's Day	Canada Day (July 1st)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Boxing Day
Christmas Day	Victoria Day

18.02

- a) An Employee must work their full scheduled day immediately preceding such holiday, and their full scheduled day following such holiday.
- b) An Employee who is absent on any of the above named holidays, after being required to work, forfeits all pay for that day, unless the absence is due to an illness verified by a doctor's certificate, if required by the Employer.

18.03 Payment for Holidays

An Employee who is required to work on any of the above named holidays will receive either pay at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day, or the Employee can choose to be paid their regular rate for hours worked on the holiday and receive a day off in lieu at a time mutually agreed between the Employee and the Employer.

18.04 If a paid holiday falls on an Employee's regular day off or during their vacation period, the Employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the Employee unless with the consent of the Employer.

18.05 Employees will be scheduled to work either the Christmas Day and Boxing Day period or New Year's Day on alternating years.

Employees who are scheduled to work Christmas Day and Boxing Day period must select three (3) other statutory holidays noted in Article 18.01 to be available to work. Employees who are scheduled New Year's Day must select four (4) other statutory holidays noted in Article 18.01 to be available to work.

ARTICLE 19 - VACATION

19.01 The Vacation year shall be April 1 to March 31 of the following year. Vacations are not cumulative from year to year. Employees must take vacation in the year in which they accrue.

19.02 Holidays During Vacation

If a paid holiday falls or is observed during an Employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

19.03 Employees will accrue vacation based on the below chart:

Years of Service	Eligible Vacation Time	Eligible Vacation Pay	Eligible Monthly Accrual based on five working days per week
0 or more years but less than 5	2 weeks	4%	0.83
5 or more years but less than 10	3 weeks	6%	1.25
10 or more years but less than 20	4 weeks	8%	1.66
20 or more years but less than 25	5 weeks	10%	2.08
25 or more years	6 weeks	12%	2.50

19.04 Casual Employees are exempt from vacation increments. Casual Employees will be entitled to two (2) weeks' vacation time and four percent (4%) vacation pay.

19.05 An Employee who leaves the employment of the Employer for any reason shall have their vacation pay paid out in accordance with the Ontario Employment Standards Act, as amended from time to time.

19.06 The effective vacation pay percentage of earnings based on service is calculated each pay period. Employees vacation pay shall be placed into an individual vacation bank. At the time of taking an approved vacation request for time off work, the Employee shall submit a Vacation Pay Request Form requesting a payment from their vacation bank. Unused vacation pay will be paid out annually as announced by the Employer on the payroll calendar in

January. A new vacation bank is then created and is credited with vacation pay calculations each pay period on an ongoing basis.

19.07 Each Employee will be notified of their vacation entitlement for the upcoming vacation year.

19.08 An Employee who is absent due to serious illness or injury prior to receiving their scheduled vacation, shall be entitled to reschedule the vacation with pay, or the part thereof, which has been displaced, at another time by mutual consent.

19.09 It is agreed the Employer may grant single vacation days to the Employees. However full weeks of vacation will take precedence over individual days.

19.10

- a) Employees shall submit their vacation requests on a Vacation Request Form to the Employer as follows:
 - (i) for vacation time commencing between April 1 and September 30, requests must be submitted no later than January 15. Employees will be notified if their vacation was approved by February 15;
 - (ii) for vacation time commencing between October 1 and March 31, requests must be submitted no later than June 15. Employees will be notified if their vacation was approved by July 15.
- b) Vacation requests submitted in (a) above will be approved based on seniority.
- c) Vacation requests submitted outside of the periods identified in (a) above will be considered on a first come first serve basis. Employees will be notified if their vacation was approved within two (2) weeks from the date the request was received.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Pregnancy, Parental and Adoption Leave

Pregnancy, parental and adoption leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

20.02 Leave for Union Function

The Employer shall grant unpaid leaves of absence to Employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the

Employer. It is agreed that the aggregate number of days in a contract year will not exceed twenty (20) for the bargaining unit. The Union agrees to provide twenty-one (21) days' notice of such leave. Such absences will be paid for by the Employer and reimbursed by the Union including Employer benefit contributions.

20.03 Bereavement Leave

An Employee, who has successfully completed the probationary period and who notifies the Employer as soon as possible following a death in the Employee's "immediate family" shall be granted up to three (3) days off without loss of regular pay (provided the Employee was otherwise scheduled to work on the three (3) days) from the date of death up to and including the date of the funeral in order that the Employee may make the arrangements for and/or attend the funeral.

"Immediate family" is defined as current spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandparent.

Where it is necessary because of distance, the Employee may request additional unpaid leave.

- a) Where an Employee's scheduled vacation is interrupted due to the above, the proportion of the Employee's vacation interrupted shall be deemed to be bereavement leave and the Employee will be entitled to reschedule the vacation credits at another time.
- b) In the event of a spring internment an Employee may save one (1) of the days identified above without loss of pay to attend the internment.
- c) Spouse shall be as per the Family Law Reform Act.

20.04 Jury Duty

An Employee who has successfully completed the probationary period and who is required, and reports for jury duty in any court of law or inquest, shall be paid the difference between jury pay and the Employee's average work day, based on the previous six (6) pay periods to a maximum of 7.5 hours per day for each day the Employee is absent from a regularly scheduled day's work from the time the trial begins to a maximum of two (2) weeks.

The Employee must immediately notify the Employer and supply any supporting documentation or proof requiring the Employee's attendance if requested.

ARTICLE 21 - REGISTERED RETIREMENT SAVINGS PLAN

21.01 Status quo as per plan number 20003014.

Eligibility requirements are based on an Employee working an average of twenty (20) hours or more per week in their first three (3) months of employment. Semi-annual reviews are completed thereafter.

Employees can contribute up to 2% of gross earnings per year. CarePartners contribution will match the Employee contribution to a maximum of 2% per year.

ARTICLE 22 - HEALTH AND WELFARE

22.01 The Employer shall provide to each person a copy of the current information for those benefits provided under this Article. The Union shall be provided with a current copy of the Benefit Plan. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honoring any claims is a matter as between the Employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

Status quo as per policy number 77989. Any changes to these benefit levels must be negotiated with the Union.

Eligibility requirements are based on an Employee working an average of twenty (20) hours or more per week in their first three (3) months of employment. Semi-annual reviews are completed thereafter.

Employer pays 75% of the cost of the premiums and the Employee pays 25%.
LTD Employee pays 100%

ARTICLE 23 - GENERAL CONDITIONS

23.01 Written warnings, discipline and suspensions shall be removed from an Employee's file after eighteen (18) months provided there is no further disciplinary action during this eighteen (18) month period.

23.02 Access to Personnel File
An Employee may request access to their employment file by appointment and in the presence of their supervisor. A copy of a document will be provided to an Employee if requested.

23.03 The Employer will provide a bulletin board in a mutually satisfactory location for the convenience of the Union in posting notices of Union activity. Management approval is required prior to posting.

ARTICLE 24 - TERM


24.01 Effective Date

The term of this Agreement shall be from December 10, 2022 to December 9, 2025 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.


Signed at ELECTRONICALLY this 17 day of June, 2025.

FOR THE EMPLOYER


FOR THE UNION



Randi-Marie Jacobs (May 30, 2025 17:52 EDT)

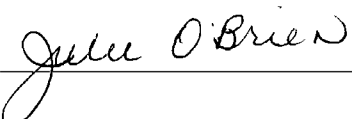


Rebecca Darrett (Jun 17, 2025 10:24 EDT)



Stefanie Bullen (May 30, 2025 18:24 EDT)





SCHEDULE A - WAGES

TEAM COORDINATOR WAGES

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Rate								
December 10, 2022	\$17.24	\$17.67	\$18.12	\$18.57	\$19.50	\$20.48	\$21.50	\$22.57
December 10, 2023	\$17.50	\$17.94	\$18.39	\$18.85	\$19.79	\$20.79	\$21.82	\$22.91
December 10, 2024	\$17.77	\$18.21	\$18.67	\$19.14	\$20.09	\$21.10	\$22.15	\$23.26
Hours Worked	0-975	976-1950	1951-2925	2926-3900	3901-5850	5851-7800	7801-9750	9751-11700+

ADMINISTRATIVE STAFF WAGES

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Rate								
December 10, 2022	\$15.50	\$15.75	\$16.00	\$16.25	\$17.41	\$18.27	\$19.18	\$20.14
December 10, 2023	\$16.55	\$16.75	\$16.95	\$17.15	\$17.67	\$18.54	\$19.47	\$20.44
December 10, 2024	\$17.20	\$17.25	\$17.35	\$17.41	\$17.93	\$18.82	\$19.76	\$20.75
Hours Worked	0-975	976-1950	1951-2925	2926-3900	3901-5850	5851-7800	7801-9750	9751-11700+

Wage Progression

Employees will progress from one level to the next following the completion of the number of hours worked. This represents the status quo.

LETTER OF UNDERSTANDING #1

BETWEEN

CAREPARTNERS

hereinafter referred to as the Employer

and

CANADIAN UNION OF PUBLIC EMPLOYEES

hereinafter referred to as the Union

RE: PARKING

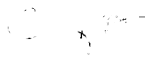
The Employer agrees that it will continue its practice of providing a maximum of \$40.00 per month to each full-time Employee and a maximum of \$25.00 per month to each part-time Employee as payment to subsidize the parking expense. Such payment is subject to proof of expense.


If the Employer is able to arrange for parking at no charge to the Employee, this letter of understanding will be eliminated provided that such parking is within a reasonable distance to the workplace.

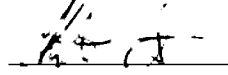
Signed at ELECTRONICALLY, this 17 day of June, 2025.


FOR THE EMPLOYER

FOR THE UNION




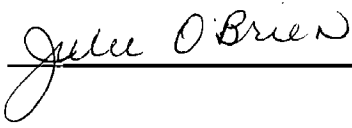

Rebecca Barrett (Jun 17, 2025 10:24 EDT)





Randi-Marie Jacobs (May 30, 2025 17:52 EDT)


Stefanie Bullen (May 30, 2025 18:24 EDT)



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