

Collective Agreement

Between

Nucleus Independent Living
(hereinafter called the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 5071**
(hereinafter called the "Union")

Effective: November 24, 2023, to November 23, 2027

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PREAMBLE:

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

- 1 To maintain and improve the harmonious relations and settled 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, employment, services, etc.;
- 3 To encourage efficiency in operation;
To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- 4 Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employee be drawn up in an Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:"

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

Except where specifically restricted by the terms of this agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee who has completed their probationary period that he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- c) To generally manage the operations of the Employer, and without restricting the generality of the foregoing to determine the services to be rendered, the kinds and location of machines, tools, instruments and equipment, the extension, limitation, curtailment or cessation of operations, to select, control and direct the use of all materials required in the operation of the Employer, and to schedule the work and services to be provided and performed, to make, write and enforce reasonable regulations governing the use of materials, equipment and services, and all matters not specifically dealt with elsewhere in the Agreement.

The Employer agrees that it will not exercise the foregoing in a manner inconsistent with the provisions of this agreement. The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer and the Union agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, disability, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either party or their representatives or members, because of an employee's membership or non-membership in the union or because of their activity or lack of activity in the Union. The parties acknowledge that the Ontario Human Rights Code, the *Employment Standards Act*, the Ontario Labour Relations Act and the Occupational Health and Safety Act shall apply to all employees.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all attendants (includes Personal Support Workers) employed by Nucleus Independent Living providing personal and housekeeping services to adults of all ages in the Supports for Daily Living Program and the Attendant Outreach Program

and Customer Services Representatives in the Supports for Daily Living Program; save and except coordinators, supervisors, persons above the rank of supervisors, and those currently covered by a collective agreement, in the cities of Etobicoke (south of 401 and West of Islington), Mississauga, Oakville and Brampton.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting, in emergencies or when relieving for scheduled employee breaks as allowed for in the collective agreement and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

2.03 No Other Agreements

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

2.04 Contracting Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the layoff of any regular employee in the bargaining unit. This article will not apply to the ad hoc use of agency staff for short-term shift coverage of vacancies due to illness where no employee of the Employer is available.

2.05 Representatives of CUPE

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall be granted access to the Employer's premises during regular business hours by pre-arrangement with the Chief Executive Officer or designate to deal with any matters arising out of this Agreement. Such access shall not disrupt the normal activities of the Employer.

2.06 Definition of Employee

- a) A full time employee is an employee who is regularly scheduled to work forty (40) hours per week, who makes a commitment to be available on a prescheduled basis as required and in respect of whom there is advance scheduling.
- b) A permanent part time employee shall be deemed to be an employee who regularly works no less than thirty (30) hours per week, who makes a commitment to be available on a pre-determined basis and in respect of whom there is advance scheduling.
- c) A part time employee is an employee who is called in to work as required and who may, subject to their availability, have regularly scheduled hours of work from time to time (e.g. vacation relief) but does not normally have regularly scheduled hours of work.

Such employee will make a commitment to be available: i) To work twelve (12) months of the year less any vacation time; ii) To work Christmas or New Year's Day; iii) To work at least six (6) paid

holidays in addition to the above; iv) To work a minimum of every other weekend.

ARTICLE 3 - NO STRIKE/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government laws and Regulations.

ARTICLE 4 - HARASSMENT

4.01 Personal and Sexual Harassment

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's supervisor or a Steward, she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

The parties agree that the definition of harassment and sexual harassment will be as found in the Occupational Health and Safety Act and the Ontario Human Rights Code and the Employer's "Workplace violence Prevention Policy". Should the complainant not be satisfied with the response she is entitled to file a grievance under the terms of this Collective Agreement.

ARTICLE 5 - UNION DUES AND SECURITY

5.01 Union Security

All bargaining unit employees who are in the employ of the Employer at the signing date of this Agreement and all new bargaining unit employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire. The Employer also agrees to deduct from each bargaining unit employee any initiation fees or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following,

accompanied by a list of employees from whose pay the deductions were made. In instances where dues have not been deducted from an employee, the reason shall be state (e.g. leave of absence).

The Employer will supply the Union with the name, current address, and classification with their first dues deduction. This list will also provide the names and addresses of employees who have terminated during the month.

The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

5.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Dues and Security.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview a newly-hired employee once during the employee's first thirty (30) days of employment, for the purpose of advising such employee of the existence of the Union and of their rights and responsibilities under the terms of this agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes.

5.04 T-4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T-4 Slip.

- 5.05 The Employer upon request from the union will provide a list of all employees' names, addresses and telephone numbers upon ratification of the agreement and on April 1 of each year thereafter.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement, or incidental thereto shall pass to and from the Chief Executive Officer or their designate and the Local President or their designate and the National Representative of the Union.

ARTICLE 7 - UNION-MANAGEMENT RELATIONS

7.01 Representation

- a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The parties agree that revised lists will be provided

as appropriate.

b) Union Officers

Union officers may leave their work during regular working hours without loss of pay to attend meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer (along with Employer Counsel), as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union (along with the National Representative). The Union will advise the Employer in writing of the union members of the Committee. The Union will endeavor to have employees from different job classifications to form the Union's Committee.

7.03 Union-Management Committee

The parties hereby agree to appoint a joint Union Management Committee of four (4) employees appointed by the Union and four (4) members appointed by the Employer, who shall meet to discuss and, if possible, provide understanding of points of mutual interest between the parties, it being understood that such Committee shall have no right to usurp the power of the Bargaining Committee and shall not include items that have been referred to the Grievance Committee. The Committee shall meet from time to time, but no more frequently than bi-monthly, as agreed by the parties and all matters for discussion shall be submitted to the Chief Executive Officer or designate prior to each meeting to be placed on the agenda. By agreement the number of representatives on the Union- Management Committee may be increased. The parties shall meet within 3 months after ratification of the Collective Agreement to discuss issues deferred to the committee.

Employees representing the Union on this committee will suffer no reduction in loss of regular wages when attending meetings of the Committee where the Employer representatives are present.

7.04 Workload

An employee or group of employees may submit a complaint in writing relating to workload to the Union-Management Committee. In this regard, a workload complaint means the assignment to an individual employee or to a group of employees of a consumer or consumers that is not consistent with proper consumer care. The complaint shall be submitted at least one (1) week in advance of the Union-Management Committee meeting. The Union-Management Committee will attempt to resolve the complaint to the satisfaction of both parties. The Committee will respond to the workload complaint in writing advising of the outcome and resolution to the complaint within two (2) weeks following the Union-Management Committee meeting.

7.05 Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer, the Union and the employees will take all measures within their control to foster the

health and safety of consumers and employees and to maintain standards of health and safety in the workplace, including consumers' places of residence in order to prevent injury and illness.

- b) A joint management and employee health and safety committee shall be constituted with representation of employees from the bargaining units and from employee groups, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons regarding the identification of hazards and standards elsewhere.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) selected or appointed by the Union as in (b) above, shall make monthly inspections of the work place and shall report to the Joint Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury.
- d) The Joint Health and Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose.
- e) The Employer, the Union and the employees will take all reasonable measures within their control to foster the health and safety of consumers and employees. It is agreed that both the Employer and the union shall cooperate to the fullest extent possible in the prevention of accidents and in the promotion of health and safety of all consumers and employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) Stewards whose duties shall be to assist any employee whom the Steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure and such Stewards shall have completed their probation period with the Employer.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the names of the Stewards before the Employer shall be required to recognize him/her.

8.03 Permission to Leave Work

The Union understands that each Steward is employed to perform their regular work duties for the Employer. Therefore, no Steward shall leave a consumer's residence or other work place without obtaining permission of their supervisor. The Employer shall notify the steward within one (1) hour of the request as to when she may leave their place of work. The steward shall state their destination to their supervisor and shall report to the supervisor at the time of their return to work. The Employer reserves the right to limit the

steward's absence from their work if the time taken is considered excessive or if the steward does not perform their duties under this Agreement in a prompt manner. In return, the Employer will pay stewards for any regular hours of work missed in direct dealings with the Employer including mediation but not for arbitration.

8.04 Definition of Grievance

Where a difference arises between the parties relative to the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether a matter is arbitral, the matter shall be adjusted in the manner outlined below.

8.05 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

8.06 The Grievance Steps

Preamble

Prior to filing a grievance, the Employee will attempt to resolve the issue with the Employer with the assistance of a Union Representative.

Step 1

Where an employee has a grievance, as defined in Article 8.04 above, the Employee may file a grievance which shall be in writing and signed by the Employee, to the Employee's immediate supervisor. The written grievance shall identify the nature of the grievance, the Article(s) of the Collective Agreement that are alleged to have been violated and the remedy sought. Such grievance must be submitted within ten (10) working days of the alleged violation. The supervisor will provide a written response to the grievance within ten (10) working days of its receipt.

Step 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step 1, the Union, who may request the assistance of a Steward, shall submit the grievance in writing to the Chief Operating Officer or designate. A meeting shall be arranged within ten (10) working days after the grievance is received at Step 2. The National Representative of the Union may also attend the meeting at the request of either the employee or the employer. The decision of the Chief Operating Officer or designate shall be given in writing within ten (10) working days following the meeting.

8.07 Mediation

By mutual consent of the parties, a mediator will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Article 8 and that has been referred by either party to Arbitration outlined in 9.01. The intent of this process is to provide a neutral 3rd party who will attempt to resolve the grievance in a timely manner to the satisfaction of both parties. . The parties agree to share the costs of the mediation.

8.08 Policy or Group Grievance

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure relating to the general interpretation, application or alleged violation of this Agreement. It is expressly understood that the provisions of this clause may not be used to initiate a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed. Such grievance must be filed within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Union or the Employer.

Where a group of employees have an alleged grievance as set out in Article 8.04 above, one (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

8.09 Deviation from Grievance Procedure

After a grievance has been filed, the parties shall not enter into discussion or negotiation with respect to the grievance outside of the grievance procedure without the agreement of the Employer and the Union.

8.10 Meeting Rooms

The Employer will endeavour to make available a private office for temporary use by the Union when investigating grievances or handling discipline issues.

8.11 Arbitration Request

If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step 2.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.12-Arbitration Request and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of the hearing of such arbitration if and when the necessity arises.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

The record of an employee shall not be used against them after twelve (12) months following a disciplinary written warning or after fifteen (15) months following a disciplinary suspension provided that, in each case, there has been no recurrence of disciplinary action within the relevant time period and the disciplinary notice will be removed from the employee's file.

10.02 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of their steward.

10.03 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.04 May Omit Grievance Step

In the event that an employee, who has completed their probationary period, believes that they have been unjustly discharged, that employee may file a grievance at the Step 2 Grievance Stage.

Such a grievance must be filed within ten (10) working days from the date of discharge.

10.05 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of a Sole Arbitrator or a Board of Arbitration, if the matter is referred to such a Board.

10.06 Access to Personnel File

Upon giving three (3) working days' notice, an employee shall have the opportunity to review the contents of **their** personnel file at a mutually agreeable time in the presence of the Human Resources Manager. The employee may request copies of any documents contained therein at their expense. The employee has the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

10.07 Right to have Steward Present

At the time formal discipline is imposed, an employee, including a probationary employee, is entitled to be represented by their Union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

10.08 The Union will endeavor to have a steward available when required.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls when the employee concerned can meet the normal requirements of the job. Seniority shall operate on a bargaining unit wide basis. Notwithstanding the above, a permanent part time or part time employee cannot accrue more than one year's seniority in a twelve (12) month period.

11.02 Seniority List

The Employer shall maintain a seniority list separated by full time, permanent part time and part time showing the date upon which each employee's service commenced. 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. An employee's name shall not be placed on the seniority list until she has completed their probationary period as outlined in Article 11.03 below.

11.03 Probationary Employees

Newly-hired full time employees will be on probation for three (3) calendar months. Newly-hired permanent part time and part time employees will be on probation for four hundred and fifty (450) hours worked or five (5) calendar months whichever occurs first. The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- 1) Reasons which are arbitrary, discriminatory or in bad faith;
- 2) Exercising a right under this agreement.

11.04 Loss of Seniority and Deemed Termination

An employee shall lose their seniority and shall be deemed terminated in the event she:

- a) Is discharged for just cause and the discharge is not reversed through the grievance and arbitration procedure;
- b) Voluntarily quits the employ of the Employer;
- c) Is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- d) Fails to notify the Employer of intention to return to work within seven (7) calendar days after being notified of recall from layoff. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of their current address;
- e) Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- f) Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- g) Is laid off for a period of more than thirty-six (36) months;
- h) Is absent for more than thirty-six (36) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

11.05 Transfer 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, he/she 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 shall forfeit bargaining unit seniority.

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.

- 11.06 If an employee transfers from permanent part time/part time to full time, the following method shall be used to calculate **their** seniority from one group to another for purposes of establishing anniversary date: one (1) year equal 2080 hours paid.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

- a) When a permanent vacancy occurs or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall post notice of the position on the staff bulletin board and on the Employer's intranet system in accordance with the Letter of Agreement-Employee Access Employer's Intranet and on the Employer's website for a period of seven (7) calendar days in order that all members will know about the position and be able to make written application thereto. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

Permanent vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) full working days. Applications for such vacancies shall be made in writing within the three (3) working day period referred to herein.

The Employer shall forward a copy of all postings to the Union.

- b) Temporary Vacancies
Temporary vacancies anticipated to be less than eight (8) weeks' duration may be filled at the discretion of the Employer.
- c) Temporary Job Postings
A temporary vacancy of eight (8) weeks or more will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, if it is filled from within the bargaining unit, the employee filling the temporary vacancy shall be returned to their former position and/or classification. An employee filling a temporary vacancy of three (3) months or longer duration shall not bid on any other temporary posting until the end of their temporary position.

If a temporary vacancy is filled by a person from outside the bargaining unit, the temporary

employee, once past probation, shall have all rights and privileges of any employee save and accept the layoff and recall clauses.

d) Successful Applicants

The Employer will endeavour to have the successful applicant for a full time or permanent part time vacancy fill the vacancy within ten (10) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer. The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information on Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

12.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 12.01.

12.04 Methods of Making Appointments

The parties agree that job opportunity should increase in proportion to length of service and therefore in matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful applicants need not be considered for other vacancies within a three (3) month period unless an opportunity arises which allows the employee to change **their** permanent status.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) days worked. Conditional on satisfactory service, such trial promotion shall become permanent after the period of twenty (20) days worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new job classification, she 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.

12.06 Notification

The name of the successful applicant will be posted on the staff bulletin board for a period of seven (7) days and in accordance with the Letter of Agreement-Employee Access to Employer's Intranet.

12.07 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 (7) days prior to beginning the vacation, that she 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/leave period immediately following its delivery to the management.

12.08 New Classification

When a new classification within the bargaining unit is established by the Employer or where the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer will advise the Union of the new rate.

If the Union disagrees with the rate it shall have the right to request a meeting with the Employer. Such request must be made within five (5) working days from the date of notification of the new rate.

If the parties reach agreement, the new rate will be effective from the date the Employer gave the Union notice of the new rate.

If the parties are unable to reach an agreement either party may refer the dispute to arbitration as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the union notice of the new rate.

ARTICLE 13 - LAYOFFS AND RECALL

13.01 Lay-offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the *event* of a layoff, employees shall be laid off in accordance with Article 11 -Seniority; *however*, the Employer will retain sufficient employees in each classification in order to continue to provide competent care for consumers of Nucleus. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 No full time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more permanent part time/part time employees or no permanent part time employees shall be laid off by reason of **their** duties being assigned to one or more part time employees.

13.03 Notice of Lay-Off

In the *event* of a proposed layoff of a permanent or long term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide the Union with at least eight (8) weeks' notice prior to the 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 within ten (10) working days of notice under Article 13.03 (a) above, through the Labour-Management Committee to *review* the reasons and expected duration of the layoffs, any realignment of service or staff and its effect on employees in the bargaining unit.
- d) 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 layoff and related provisions in this collective agreement.

13.04 Lay Off Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who can meet the normal requirements of the job.
- b) An employee who is subject to layoff shall have the right to either:
 - i) Accept the layoff, or
 - ii) Displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification who has scheduled hours less than or equal to the employee being [aid off and if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation
 - iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) working days of the date of the notice of layoff issued by the Employer.
 - iv) For purposes of the operation of clause (b)(ii), [aid off part time employees shall not have the right to displace permanent part time or full-time employees and permanent part time employees shall not have the right to displace full time employees.

- 13.05 a) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority provided she has the qualifications and can meet the normal requirements of the job. The job posting procedure shall apply before any recall rights are considered.
- 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 sole 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 layoff shall be given preference for temporary vacancies expected to exceed twenty (20) days of work and for which they are qualified and able to meet the normal requirements of the job. An employee who has been recalled to such vacancy shall not be required to accept such recall and may instead remain on layoff. An employee accepting such temporary appointment is not subject to notice of layoff under Article 13.03(b) and the Union is not subject to notice under Article 13.03(a) when such a temporary appointment ends. This process supersedes the job posting provision.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

- a) The regular work shift for full time employees shall be eight (8) hours per day inclusive of a paid thirty (30) minute meal break.

The regular work shift for permanent part time and part time employees shall be up to eight (8) hours per day inclusive of a thirty (30) minute meal break if working *over* the time limits as in the *Employment Standards Act*.

- b) In no instance will any employee be scheduled to work more than forty-eight (48) hours in any seven (7) day period.

14.02 Days Off

Consistent with proper management of the organization and provided that the schedule of days off will not unduly affect the proper operation of the Employer, the Employer agrees that it will endeavour to schedule days off so that they may be taken consecutively and days off may be rotated so as to afford an equal distribution among the employees. Employees will commit to be available for at least one (1) weekend in a pay period. Employees requesting specific days off must submit their request no later than four (4) weeks before the schedule covering these specific days off is posted.

14.03 Working Schedule

The hours of work of each employee will be posted in an appropriate place at least two (2) weeks in advance.

- 14.04 Work shifts will first be assigned to permanent part time employees in a program for no less than sixty (60) hours in a pay period on the master schedule. Assignment of work will be made in order of descending seniority.

Work shifts will next be assigned to part time employees in order of descending seniority and according to

availability up to sixty (60) hours in a pay period.

Where there are still additional work shifts including relief/call-in work, offers will be made to permanent part time employees depending on availability in order of seniority and up to seventy-four (74) hours in a pay period.

Where the Employer has been unable to fill the work within a program as above, the Employer shall assign employees from the other program in descending order of seniority and according to availability.

To facilitate the scheduling process and recognize part-time employees' scheduling preferences, part-time employees shall complete and submit an "Availability for Work" form three (3) times per year, by May 1st for availability between June 1st and September 30th; by September 1st for availability between October 1st and January 31st; by January 1st for availability between February 1st and May 31st. If the "Availability for Work" form is not submitted by the required dates, the previous "Availability for Work" form shall be deemed in effect.

14.05 Breaks

Existing schedules for employees will include breaks.

14.06 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or, if no work is available, will be paid four (4) hours at their straight time hourly rate except when work is not available due to conditions beyond the control of the Employer.

14.07 Shift Exchanges

Employees may request a shift exchange, using the Shift Exchange Agreement Form. Shift giveaways will not be permitted.

14.08 Time Off Between Shifts

Full Time Employees are to be allowed a minimum of sixteen (16) hours off between the end of one (1) scheduled shift and the commencing of the next. When the sixteen (16) hours is not scheduled off, the employee shall be paid at the rate of time and one half (1 ½) their straight time hourly rate until the sixteen (16) hour requirement is fulfilled.

Permanent Part-Time and Part-Time Employees shall have a minimum of eleven (11) consecutive hours free from work within a 24-hour period.

14.09 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

14.10 Employees may spend up to the first fifteen (15) minutes of each shift as preparation time prior to the first consumer visit.

ARTICLE 15 - OVERTIME

15.01 Overtime

Authorized work performed in excess of eight (8) hours of work per day or eighty (80) hours of work in a two (2) week period will be paid at the rate of time and one half (1 1/2) the employee's straight time hourly rate.

15.02 No Lay Off to Compensate for Overtime

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

15.03 Distribution of Overtime

Where the Employer determines that it will call in staff at overtime rates, it will be offered to employees from within the classification in which the overtime work exists, in accordance with seniority who are qualified to do the work.

15.04 Called Back to Work

When a full-time employee is called back to work after completing their shift, such employee shall be paid at time and one half (1 1/2) their regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of their regular shift, she shall be paid at overtime rate (time and one half) for the actual hours worked until the commencement of their shift.

15.05 No Duplicating or Pyramiding of Overtime

There shall be no pyramiding of premium pay, overtime pay or holiday pay. However, time worked on a paid holiday shall be counted as part of the normal work week.

ARTICLE 16 - RECOGNIZED HOLIDAYS

16.01 List of Holidays

The Employer recognizes the following as paid holidays:

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

16.02 Holiday Qualifications

In order to be entitled to receive payment for the holidays noted in Article 16.01, the employee must complete their scheduled working day immediately preceding the holiday and their scheduled working day immediately following the holiday unless on an approved leave of absence not exceeding thirty (30) calendar days or absent due to illness.

16.03 Payment for Holidays

Full time employees shall receive one (1) day's regular pay for each of the holidays listed in Article 16.01 provided they fulfill the requirements of Article 16.02.

Permanent part time and part time employees will receive holiday pay for each of the holidays listed in Article 16.01 provided they fulfill the requirements of Article 16.02. Holiday pay for such employees shall be based on the *Employment Standards Act*.

16.04 Work on a Holiday

When an employee works on a holiday, she will be paid for all hours worked on the holiday at time and one half (1 1/2) their straight time hourly rate.

16.05 Christmas or New Year's Day Off

Normally, all full time and permanent part time employees will receive either Christmas or New Year's Day off, unless the employee elects to work both days. The day off shall alternate annually.

16.06 Float Day

The Employer agrees to grant one (1) float holiday with pay, to be observed on the employee's birthday to all full-time employees beginning on their birthday next following the completion of their probationary period. If the employee's birthday falls on a scheduled day off, the employee will receive the work day immediately preceding or immediately following the employee's birthday as a paid day off. The employee must request this day off in writing at least two (2) weeks prior to the employee's birthday. If this day is not requested, the day with pay will be forfeited by the employee. This day cannot be carried over into another calendar year and there is no cash payment in lieu of taking this day.

16.07 If there is a new legislated holiday, the day mentioned in Article 16.06 will be replaced by the new legislated holiday.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Full time employee shall receive an annual vacation with pay as determined by their service date.

- a) Full Time Employees

Credited Service	Vacation
Less than one (1) year of service	As per the ESA
1 year of service:	10 working days
4 years of service:	15 working days
10 years of service:	20 working days
15 years of service:	25 working days
25 years of service:	30 working days

Permanent Part-Time and Part-Time employees shall receive annual vacation based on accumulated service hours as of March 31 of each year. Bi-weekly vacation payment is based on the applicable percentage applied to the gross earnings as defined by the *Employment Standards Act* for earnings received in the previous year.

b) Permanent Part-Time/Part-Time Employees

Credited Service	Vacation Time	Vacation Pay
Less than 2080 hours worked at March 31		As per the ESA
0-8319 worked hours as at March 31	10 working days	4%
8320-20799 worked hours as at March 31 or upon reaching five (5) years of service, whichever occurs first.	15 working days	6%
20800-45759 worked hours as at March 31	20 working days	8%
31200-41999 worked hours as at March 31	25 working days	10%
52000 worked hours as at March 31	30 working days	12%

The vacation year is April 1 to March 31 of any year.

17.02 Holidays During Vacation

If a paid holiday recognized under Article 16 falls during an employee's scheduled vacation, the employee will be paid the appropriate holiday pay or can be granted an additional day's vacation with pay in conjunction with that vacation period if the employee advises the Employer prior to the start of that vacation period.

17.03 Vacation Pay on Termination

A full-time employee terminating their employment at any time in their vacation year, before she has had **their** vacation, shall be entitled to a proportionate payment of vacation pay in lieu of such vacation.

Vacation time may not be used as part of the notice of resignation.

17.04 Preference for Vacation

When more than one (1) employee requests the same vacation time off, seniority will govern in determining which employee will be entitled to the vacation time off.

17.05 Vacation Scheduling

A vacation request notice shall be posted by February 15 of each year and employees must submit their vacation request via ADP by March 15 of that year. In cases of dispute for requests submitted by March 15, employees with the most seniority will be given first preference as to the time of their vacation. Vacation schedules shall be approved by April 15 of that year and posted.

Vacation requests made via ADP after March 15 of each year shall be granted on a first come, first served basis. Employees will be notified if such vacation request has been approved within four (4) weeks of such written request. An employee may request that their vacation be cancelled if she provides the Employer with notice at least four (4) weeks prior to the posting of the schedule in which the vacation was originally scheduled. Such request shall not be unreasonably denied.

In all cases of vacation requests, the Employer will endeavour to accommodate the request of employees provided such vacation does not unreasonably interfere with the efficient scheduling of work.

All employees must use their vacation entitlement/accrual by March 31 of each year.

Employees may not take more vacation than what they have earned.

17.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

17.07 Illness During Vacation

- a) Where an employee's scheduled vacation is interrupted due to a serious illness which either commenced prior to or during the scheduled vacation period, the period of illness shall be considered sick leave.
- b) Serious illness is defined as an illness that requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for 5 or more days. The Employer may, at its discretion, require a medical certificate to confirm such results.
- c) The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

17.08 Where an eligible employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.05.

The portion of the employee's vacation which is deemed to be bereavement leave under the above

provision will not be counted against the employee's vacation credits.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time employees are permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act shall be covered by these sick leave provisions.

Sick leave may also be used for reasons as outlined under the Personal Emergency Leave provisions of the *"Employment Standards Act"*.

18.02 Amount of Sick Leave

No paid leave for sickness will be allowed to employees during the probationary period. Eligible employees will accumulate sick leave credits from their start date on the basis that 172 hours worked equals 8 hours of sick leave credit. An employee may not accumulate more than 96 hours of sick leave credit per year.

Any sick leave credits remaining by the end of December of any year will be paid out to the employee at their straight time hourly rate except that 24 hours of sick leave credits may be carried over to the next calendar year at the written request of the employee. Any hours carried over must be used in the next calendar year or such hours will be lost.

18.03 Proof of Illness

An eligible employee shall be entitled to sick leave pay, up to their entitlement for those days the employee was scheduled to work but did not work because the employee was ill. The Employer may require reasonable evidence from an employee that they were sick, such as an attestation or declaration.

18.04 Sick leave During Leave of Absence

When an employee is given leave of absence without pay for any reason (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiry of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence but shall retain their cumulative credits, if any, existing at the time of such leave or layoff.

18.05 Sick Leave Bank

An employee is to be advised, on request, of the amount of sick leave credits accrued to their credit.

18.06 Notification to Employer

An employee who will be absent due to personal illness will endeavour to notify the Employer at least six (6) hours prior to the commencement of the shift unless unable to do so for good cause. Failure to give notice may result in loss of sick leave benefits.

18.07 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to attend medical and dental appointments or illness of an immediate household member. Such sick days used for these purposes will count toward (and not be in addition to) any statutory emergency leave entitlement as noted in Article 19.06.

18.08 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

ARTICLE 19 - LEAVE

19.01 General

Except in emergency, an employee may request a leave of absence without pay and without loss of seniority provided she gives the Employer at least thirty (30) calendar days' notice in writing. The notice shall set out the reasons for the proposed leave of absence, the start date of the requested leave and the return date from the requested leave. The Employer reserves the right to deny the leave if the information required is not provided within the time limits noted.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on the processing of grievances and/or attending a mediation but not arbitration, if such is scheduled on a regular working day.

Members of the Bargaining Committee, as defined in Article 7.02 will suffer no loss of pay when attending negotiating meetings with the Employer up to and including conciliation.

19.03 Leave for Union Function

The Employer agrees upon at least five (5) working days' notice, to grant leave of absence without loss of pay from regularly scheduled working hours for Union business including attendance at Union functions. The Employer will respond within those five (5) working days. Up to three (3) employees may be absent at the same time. The Union Shall reimburse the Employer within 45 days upon receipt of invoice from the Employer. Permissions for such leave will not be unreasonably withheld when less than five (5) calendar days' notice is given. The aggregate total of such leaves in one (1) calendar year shall not exceed sixty (60) days. However, any additional days may be requested and will not be unreasonably denied provided they do not unduly affect the proper operations of the Employer.

19.04 Leave of Absence for Full-Time or Public Duties

An employee who is elected or selected for a full-time position with the Union or who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a maximum of two (2)

years unless extended for a further specific period by agreement of the parties.

19.05 Bereavement Leave

- a) In the event of a death of an employee's spouse (including common law), significant other (including same sex), son, son-in-law, daughter, daughter-in-law, sister or brother, that employee shall be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay. One of the days of leave shall include the day of the death, funeral or equivalent service.
- b) In the event of a death of a full-time or permanent part time employee's parent or parent-in-law, grandparents or grandchildren, aunt or uncle, niece or nephew, that employee shall be granted leave to a maximum of three (3) consecutive calendar days without loss of pay. One of the days of leave shall include the day of death, funeral or equivalent service.
- c) If the employee requires additional time off, she may make a request for an unpaid leave of absence. The employee should discuss with their supervisor the extenuating circumstances that give rise to the request.
- d) Employees must contact their immediate supervisor to request a leave of absence and where necessary, submit the completed leave of absence form upon return to work.
- e) Bereavement leave will not be granted when an employee is on another leave of absence, ill, on vacation or receiving WSIB benefits.
- f) In the event of a delayed interment, an eligible employee may save one (1) of the days identified above without loss of pay to attend the interment.

19.06 Emergency Leave

Emergency leave will be granted under the terms and conditions of the *Employment Standards Act*

19.07 Family Leave

Family leave will be granted under the terms and conditions of the *Employment Standards Act*

19.08 Pregnancy and Parental Leave

Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act* of Ontario unless otherwise amended in this Article.

- a) i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks or as provided in the *Employment Standards Act* and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence their leave of absence, unless impossible,

and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.

iii) The employee shall give at least two (2) weeks' notice of **their** intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner that she is able to resume work.

Additional leave of absence may be taken under Article 19.08 Parental Leave.

- b) An employee who does not apply for a leave of absence under Article 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 19.08 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which in their opinion, delivery will occur or the actual date of delivery.
- c) An employee who intends to resume their employment on the expiration of the leave of absence granted to their under this Article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former position still exists, the employee will be returned to their former position.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former positions.

- d) Credits for service for the purpose of salary increments, vacations, or any other benefits included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- e) Upon expiry of seventeen (17) weeks' pregnancy leave or as provided for in the Employment Standards Act, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- f) Parental Leave
 - i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

ii) A "parent" includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who

intends to treat the child as their own.

iii) Parental leave must begin no later than seventy-eight (78) weeks after the date the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.

iv) An employee not on pregnancy leave, requesting parental leave, shall *give* the Employer four (4) weeks written notice of the date the leave is to begin. An employee may end their parental leave as set out in paragraph iii) *above* (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

v) For the purposes of Parental Leave, the provision under Article 19.08 a), c) d) and e) shall also apply.

19.09 Jury or Court Witness Duty

If a full time or permanent part time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall be granted a leave of absence for the duration of the proceeding without loss of seniority and shall not lose regular pay (for the purposes of jury duty, the employee will not lose regular pay for a maximum of the first six (6) calendar weeks of such proceeding) provided that the employee:

- a) Notifies the Employer immediately on the employee's notification that she will be required to attend at court;
- b) Presents proof of service requiring the employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

19.10 Education Leave

Where employees are required to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

19.11 Pandemic Self Isolation

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use paid sick leave up to the employee's entitlement, vacation up to the employee's entitlement, or lieu entitlements for any hour of work lost during such period.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer agrees that wages will be paid bi-weekly. Wages will be paid by direct deposit to the employee's bank of choice.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any bi-weekly pay period amounting to 5.5 hours or more at their regular rate of pay, the error will be adjusted within three (3) business days from the date that the Employer was advised of the error. Errors of less than this amount will be corrected on the employee's next regular pay.

If the Employer makes an error in an employee's favour of a day's pay for that employee or less, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a regular day's pay, at the request of the employee, the Employer will be reimbursed over the following two or three pay periods as agreed upon between the parties. Such time frame may be extended on request of the employee when such reimbursement is more than twenty percent (20%) of the employee's gross pay per pay period.

20.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.03 Pay During Temporary Assignments

When an employee is temporarily assigned to a job classification with a higher rate of pay for greater than one (1) shift, that employee will receive the rate for the job classification to which she is assigned at a level that provides a wage increase.

When an employee is temporarily assigned to a job classification with a lower rate of pay, their rate of pay will not be reduced.

20.04 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

ARTICLE 21- EMPLOYEE BENEFITS

21.01 Group Benefits

The present group benefit plans for full time employees will be continued under the present premium sharing arrangements.

21.02 Effective from April 1, 2026, permanent part time and part time employees, provided they have worked a minimum of 1560 hours in the previous fiscal year (April 1 to March 31) will each have a Health Care Spending account to utilize benefits available to full time employees. The maximum value of the Health Care Spending Account will be \$300 for the fiscal year. This amount will renew for each fiscal year beginning April 1 to March 31 provided the required hours noted above are worked in the previous fiscal year. Unused amounts do not carry over from one fiscal year to another. Employees will submit allowable expenses to the Nucleus benefit carrier as required by that benefit carrier.

ARTICLE 22 - TECHNOLOGICAL CHANGES

22.01 Technological and Other Changes

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to meet with the Union to discuss the impact of such technological changes on the employment status of employees.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Board

The Employer shall provide access to a virtual bulletin board on SharePoint. The Union shall have the right to post notices of regular meetings, special meetings, seminars, or Union activities. Material other than the above must be approved by the Chief executive Officer or designate. When approved, such notices shall be posted on SharePoint.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

23.03 Plural or Feminine Terms May Apply

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

23.04 Working Days

Wherever the phrase "working days" is used in this agreement, it shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 24 - SCHEDULE A - WAGES

24.01 Compensation

Attached hereto and forming part of this Agreement is Schedule A relating to job classifications and hourly rates of pay.

ARTICLE 25 - TERM

25.01 This Agreement shall be in effect from November 24, 2023, to November 23, 2027 and shall continue automatically from year to year thereafter unless either party notifies the other party within the period of ninety (90) days prior to the termination date that it desires to amend or terminate this Agreement.

Signed at Oakville on this ____ day of _____, 2025

Signed by: Chief Operating Officer
Oliver Blum
Nucleus Independent Living
7422D09A8206443...

Signed by: Director, People and Culture
Inna Hoover
Nucleus Independent Living
FF18323D7546432...

Signed by: Senior manager, Client Services
Elise Robertson
Nucleus Independent Living
649AF80CE09E43D...

Signed by: National Representative
[Signature]
CUPE
EB06E98EC70C467

Signed by: Bargaining
[Signature]
Cupe
C21E6AB27C98410

DocuSigned by: President
Norma Daley Boyser
CUPE
EAC62C42E434411...

Signed by: Bargaining
[Signature]
Cupe
612C0BD98527460...

SCHEDULE A

Hourly Base Wage Rates – November 24, 2023

Classification	Start	After Probation	1 Year from hire	2 Years from hire
Attendant (SDL)	\$20.93	\$21.14	\$21.14	\$21.28
Attendant (AO)	\$20.93	\$21.14	\$21.14	\$21.28

Hourly Base Wage Rates – November 24, 2024

Classification	Start	After Probation	1 Year from hire	2 Years from hire
Attendant (SDL)	\$21.61	\$21.83	\$21.83	\$21.97
Attendant (AO)	\$21.61	\$21.83	\$21.83	\$21.97

Hourly Base Wage Rates – November 24, 2025

Classification	Start	After Probation	1 Year from hire	2 Years from hire
Attendant (SDL)	\$22.26	\$22.48	\$22.48	\$22.64
Attendant (AO)	\$22.26	\$22.48	\$22.48	\$22.64

Hourly Base Wage Rates – November 24, 2026

Classification	Start	After Probation	1 Year from hire	2 Years from hire
Attendant (SDL)	\$23.09	\$23.32	\$23.32	\$23.48
Attendant (AO)	\$23.09	\$23.32	\$23.32	\$23.48

LETTER OF UNDERSTANDING #1

**Between
Nucleus Independent Living
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5071**

RE: PENSIONS

The present pension plan will be continued under the current Employer and Employee contribution levels of 2.0% Employer contribution and 2.0% Employee contribution.

LETTER OF UNDERSTANDING #2

Between

Nucleus Independent Living

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5071

RE: PROVINCIAL WAGE ENHANCEMENT STRATEGY

This confirms the commitment of the Employer to acceptance of all money offered under the Provincial Government's Wage Enhancement Strategy for Personal Support Workers for the duration of the program.

LETTER OF UNDERSTANDING #3

Between

Nucleus Independent Living

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5071

RE: OVERNIGHT STAFFING

Between the hours of midnight and 0500, the employer will schedule two (2) staff per run.

LETTER OF UNDERSTANDING #4

Between

Nucleus Independent Living

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5071

RE: TRAINING

The Employer will make available to all employees training for conflict management and responsive behaviours.

LETTER OF UNDERSTANDING #5

Between

Nucleus Independent Living

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5071

RE: MILEAGE AND PARKING

Effective from date of ratification, wherever an employee is required and/or authorized to use their automobile on the business of the Employer, employees shall receive a mileage allowance of fifty cents (\$0.50) for each kilometre driven while performing the work of the Employer.

The Employer also reaffirms that it will continue to reimburse employees for parking costs (exclusive of fines) incurred during Employer business.

The parties further agree that the employee's first trip of the day from home to a consumer and the last trip of the day from a consumer to home will not be subject to this mileage allowance.

LETTER OF UNDERSTANDING #6

Between

Nucleus Independent Living

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5071

RE: TAX INFORMATION

The Employer agrees to the issuance of form T2200 for the purpose of employees claiming general maintenance and wear and tear of the employee's vehicle as directed by Canada Revenue Agency.

LETTER OF UNDERTANDING #7

Between

Nucleus Independent Living

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5071

The Parties agree to meet, through the Union-Management Committee, to discuss the impact of the Assisted Living Services policy or other future related legislation and/or policy changes on the current Collective Agreement.