

COLLECTIVE AGREEMENT

BETWEEN:

COMMUNITY LIVING
WELLAND PELHAM

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276-00

April 1, 2024 – March 31, 2027

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COLLECTIVE AGREEMENT

BETWEEN:

COMMUNITY LIVING WELLAND PELHAM
(Hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2276-00
(Hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Union and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees within the bargaining unit, bearing in mind that the primary purpose for the existence of the organization is the welfare of "Persons supported by the Employer". The parties recognize that the principle purpose for the Employer's existence is to provide specialized care to ensure the welfare of persons supported by the Employer. Consistent with that recognition is the understanding that the needs and interests of those individuals must be given utmost priority.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer,

- (a) To determine and establish standards and procedures for the training, care, welfare, and safety and comfort of all "persons supported by the Employer".
- (b) To maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) To hire, transfer, lay-off, recall, promote, classify, assign, and schedule duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) To have the right to plan, direct and control the work of the employees and the operations of all programs. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules and the increase or the reduction of personnel in any particular area or the whole.

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

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees in Vocational Services in the Regional Municipality of Niagara save and except supervisors and persons above the rank of supervisors, office and clerical staff, students employed during the school vacation period and any employee hired by the Employer under special government grant for extra enrichment or training programs.

The Employer will provide the Union with job duty information with respect towards these grant positions prior to their implementation.

- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 3.03 (a) Nothing in this Agreement shall preclude the use of volunteers in the performance of any work. A volunteer will not be used to replace a bargaining unit employee or reduce their regular hours of work.
- (b) Employees who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if such work reduces the number of bargaining unit employees or reduces the regular hours of work of any bargaining unit employee.
- (c) Supervisors/Managers shall not perform work normally performed by employees in the bargaining unit, except in cases of emergency. However, nothing in this Article shall prevent or prohibit any current, traditional, or historical overlap of duties between bargaining and non-bargaining unit employees.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 Both parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sex, sexual orientation, gender identify, or marital status, place of residence, nor by reason of their membership or activity in the Union. Nothing in this Article shall contravene the Human Rights Code of the Province of Ontario.

ARTICLE 5 – CHECK OFF OF UNION DUES

- 5.01 The Employer shall deduct from all employees within the bargaining unit, including probationary employees, an amount equal to Local 2276-03 dues or assessments, levied by the Union on its members.
- 5.02 The Employer will forward in one cheque the dues deducted, accompanied by a list of names indicating the amount so paid by each employee on the Deduction of Union dues form (Appendix 1), to the National Secretary - Treasurer of the Union no later than the 15th day of each month following the month in which such dues were deducted. The

Employer agrees to deduct from each employee the normal monthly dues for regular hours of pay to a maximum of forty (40) hours per week. Should the amount of deductions change, the Union shall be responsible for notifying the Employer and employees, in writing, one month in advance.

The Union agrees to keep the Employer harmless and indemnified from any claims against the Employer by an employee which arise out of any deduction under this Article.

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

5.04 List of Union Members

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

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

The employee contact list will be provided in an electronic spreadsheet to the Unit Chairperson of the Local Executive on a quarterly basis.

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 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 Membership and dues check-off.

6.02 It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee once upon the completion of his probationary period for a period of up to fifteen (15) minutes for the purpose of informing such employee of the existence of the Union and presenting such employee with a copy of the Union Agreement.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the parties shall pass to and from the Executive Director or their designate and the Unit Chair, or their designate.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

8.01 During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the *Labour Relations Act, Ontario* as amended from time to time.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

- 9.01 (a) The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees on Union matters, an elected or appointed representative of Union shall be spokesperson on any subject that would be in contravention to this Agreement or on any matter concerning safety and health.
- (b) In order that the foregoing in sub-section (a) may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business with respect to the Grievance Procedure.
- 9.02 A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union to deal with matters covered by this Agreement. The Union will advise the Employer of the Union members of the Committee.
- 9.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/Advisor(s) may be granted access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such arrangement shall require the approval of the Employer which shall not be unreasonably withheld.
- 9.04 In any re-negotiation of this contract, any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend Management/Union negotiating meetings held within working hours without loss of remuneration up to but not including conciliation.
- 9.05 (a) There shall be one Steward, or in the Steward's absence, one designate representing Vocational Services. The Union shall notify the Employer of the name of such Steward and designate before the Employer shall be required to recognize him.
- (b) The Union recognizes that such Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably denied.
- 9.06 A representative of the Union shall not suffer any loss of pay or benefits for the total time involved in servicing grievances up to but not including the arbitration procedure.
- 9.07 The Parties shall maintain a Committee to be called the Labour Management Committee. The Committee shall be composed of two (2) representatives of the Employer and two (2) Board Members, if the Board so wishes and two (2) Members of the Union selected by the Union for that purpose and the Union National Representative. The Committee shall meet on a mutually agreeable date at the request of either Party. An agenda of items to be discussed shall be prepared by the Party requesting the meeting. The other Party may

add items to be discussed by notifying the other Party at least two (2) days prior to the meeting.

The Committee shall meet, at a minimum of once per year, or more often as needed.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. The written grievance shall identify the section or sections of the Agreement at issue, provide particulars of the grievance and the relief being sought.
- 10.02 The Employer will make their premises available for any grievance meeting mentioned in this Article.
- 10.03 Where a dispute involving a question of general application or interpretation occurs, or where the Union or the Employer has a grievance, step one of this Article may be bypassed.
- 10.04 An employee does not have a grievance unless they have first discussed their complaint with their immediate Supervisor and has not received an answer satisfactory to the employee within twenty-four (24) hours. If the employee so desires, they may have their Steward present at a joint meeting in which such complaint is discussed.
- 10.05 The Steward shall assist any employees which the Steward represents in preparing and presenting their grievance in accordance with this grievance procedure. Up to fifteen (15) minutes may be granted by the Employer to employees involved in a formal grievance to meet with the Steward in preparation for a Step of the Grievance Procedure.

All grievances shall be taken up in the following manner:

STEP NO.1

An employee having a grievance shall refer it to their immediate supervisor in writing within five (5) days of the actual occurrence, or within five (5) days of when the employee should reasonably be expected to have knowledge of the occurrence, leading to the grievance. The supervisor shall reply to the employee in writing giving the answer

to the grievance within four (4) days from the date of the submission and deliver or, if the employee is not present at the workplace, mail such answer to the employee.

STEP NO. 2

If further action is then to be taken, then within five (5) days after the decision is given in Step No.1, the employee, who may request the assistance of their Steward, shall submit the grievance in writing to the Executive Director or their designate. A meeting will then be held between the Executive Director or their designate and the employee within a further three (3) days. It is understood that at such meeting the Executive Director or their designate may have such counsel and assistance as they may desire, and that the employee may have their Steward and that the National Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the

Executive Director or their designate shall be given in writing and shall be delivered or, if the employee is not present at the workplace, mailed to the employee within five (5) days following the meeting.

- 10.06 Any time limits provided for under this Agreement may be extended by the mutual agreement of the parties in writing. However, it is agreed and understood that absent of such agreement the time limits provided for are strict and not permissive or directional in nature.

ARTICLE 11 – ARBITRATION

- 11.01 Where a grievance arises out of a difference between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where a grievance alleges that this agreement has been violated, either of the parties may within thirty (30) days after exhausting any grievance procedure established by this agreement, notify the other party, in writing, of its desire to submit the grievance to arbitration by a single Arbitrator.
- 11.02 If the parties fail to agree upon an Arbitrator within seven (7) days, the appointment shall be made by the Ministry of Labour upon request of either party. Such request shall be made within a further thirty (30) days from the expiry of the time limit for agreeing upon an arbitrator.
- 11.03 The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall not be authorized to make decisions inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement or to deal with any matter not covered by this Agreement.
- 11.04 Each party shall pay its own costs and fees and expenses of witnesses called by it. The fees and expenses of the Arbitrator shall be shared equally between the parties.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 The Employer will supply the Union with, and deliver to or if the employee is not present at the workplace, mail to the employee simultaneously, a copy of any disciplinary or warning letter within five (5) days of the Employer having knowledge of the act in question.
- 12.02 Any grievance resulting from a disciplinary or warning letter shall be processed through the Grievance Procedure as outlined in Article 10.
- 12.03 The Employer will notify the Union and the employee simultaneously in all discharge or suspension cases as soon as possible and not later than five (5) working days after the discharge or suspension, giving the name of the employee concerned and the reason for the discharge or suspension.
- 12.04 (a) A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if written statement of such grievance is lodged with the Executive Director or their designate within five (5) working days after the discharge or suspension, or within five (5) working days after the Union has been notified, whichever is later.

- (b) Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitrator.
- 12.05 All notations, letters, warnings or other forms of a disciplinary nature which make up an employee's personnel record will be purged from the personnel file after twenty-four (24) consecutive months of discipline free service except in cases of serious occurrences relating to instances of abuse or harassment which have resulted in an investigation. These serious occurrences which have resulted in an investigation will be maintained within the personnel file indefinitely. It is understood that the purged position of the file will not be used against the employee in future matters.
- 12.06 An employee shall have the right upon giving one weeks notice in writing to have access to review their personnel file during regular office hours in the presence of the Director responsible for Vocational Services or his/her designate.
- 12.07 Performance related information which is placed in an employee's personnel file shall only be done so with a copy provided to the employee.
- 12.08 It is understood and agreed between the parties that a newly hired employee shall be on probation for the first 520 hours. An employee who has not satisfactorily completed the probationary period may be terminated at the sole discretion of the Employer provided the decision to discharge is not made in bad faith or in an arbitrary or discriminatory manner; or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation. Rather than termination, and in consultation with the Union, of the Employer may elect to extend the probationary period up to a maximum of ~~to~~ 1040 hours for further assessment of satisfactory job performance. After completion of the probationary period, all probationary hours worked shall be included as seniority.

ARTICLE 13 – SENIORITY

- 13.01 All employees shall accumulate service time with the Employer on the basis of their actual hours worked.
- 13.02 Permanent full-time, part-time, and casual employees shall accrue seniority based on their hours of work in the bargaining unit since their last date of hire. Employees on a statutorily approved leave that provides for seniority accrual (maternity, parental, workers compensation) shall accrue seniority on a pro rata basis based on the average hours they worked in the eight (8) weeks preceding the leave. 2080 hours is the maximum of hours seniority that can be earned in a year.
- 13.03 (a) Full-time employees shall be those employees who are regularly scheduled to work thirty to forty (30-40) hours per week.
- (b) Part-time employees shall be those employees who are scheduled to work twenty-nine and a half (29.5) hours per week or less. The normal scheduled hours for part-time employees shall not include any hours of work performed in place of other employees who are on vacation or absent from work on a temporary basis for any other reason. If agreed to in writing by the employee in advance until the employee can no longer continue with backfilling in the position.

- (i) To meet operational needs and on approval of the Employer regular part-time employees may occasionally work more hours than the hours specified in Article 13.03 (b) above.

Where the scheduling of part-time employees exceeds twenty-nine (29) hours per week in excess of fifty (50) percent of the time in a three (3) month period the Employer agrees to meet with the Union chair and steward to determine if it is a result of seasonal demands or whether another permanent full-time position should be added to the complement.

- (c) Casual employees are employees who are called in on an as needed basis and by seniority. Casuals shall not work more than twenty-nine (29) hours per week where regular part-time employees are available and willing to work.
- (d) Prior to the first day of each month a casual employee will provide the Employer with a written statement as to the employee's availability for the forthcoming month. Unless excused for a reason satisfactory to the Employer failure to provide this information will result in the termination of the employee.
- (i) A casual employee who refuses work for three (3) shifts, for which they stated they were available to work during the month shall be deemed to have resigned their employment with this Employer. If the refusal is due to illness, accident, family bereavement or other reasons satisfactory to the Employer, the employee will not be deemed to have resigned.

13.04 The Employer shall post copies of the seniority list of all full time and part time and casual employees in the bargaining unit, based on actual hours worked, and deliver copies to the Union. The list shall be brought up to date as at April 1st of each year and copies shall be posted and copies shall be delivered to the Union.

13.05 (a) Employees shall retain seniority and service credit in accordance with this article when on an approved leave of absence.

(b) Employees shall continue to accumulate seniority for the purpose of Article 14 and 15 of the collective agreement when on approved leaves on the following basis;

- for the first three (3) months when on any approved leave without pay requested by the employee;
- for the first six (6) months when absent due to accident, disability or sickness that isn't covered by LTD or WSIB;
- for the entire period of a maternity leave, parental leave or leave covered by Worker's Compensation or LTD insurance;
- seniority accrual under this provision will be based on the employee's regular hours of work pro-rated and averaged as necessary for part-time employees;
- service credits with the Employer continue to accrue provided there is no break in service;

13.06 All Employees shall be paid the greater of: the hourly rate for the actual job duties that the Employer requires the employee to perform, or their regular classification.

13.07 An employee shall lose their seniority and employment in the event:

- (a) They are discharged and not reinstated.
- (b) They are absent for three (3) consecutive working days without notifying the Employer unless the employee was unable to do so.
- (c) They resign in writing and does not withdraw within two days.
- (d) They fail to return to work within five (5) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness with notification given to the Employer within such five (5) working days.
- (e) They are laid off in excess of (two) 2 years.
- (f) The employee uses a leave of absence for purposes other than that for which it was granted or fails to return to work upon expiration of an approved leave, unless an explanation suitable to the Employer is provided.
- (g) It is understood that the Employer is not obligated to grant personal unpaid leaves to employees to pursue alternate gainful employment opportunities except as provided for in Article 21.03.

Employees that engage in gainful employment while on an approved leave from Community Living Welland Pelham must have written authorization to do so or they will be deemed to have resigned their employment with CLWP.

13.08 No employee shall be transferred to a position outside the bargaining unit without their consent.

13.09 (a) The promotion or transfer of employees to positions outside the bargaining unit but within the employer's employment is not covered by this agreement and shall not be subject to the terms of this agreement.

(b) If an employee is demoted or transferred for any reason to a position which is subject to this agreement such employee shall be given the seniority credit

consistent with the time worked in the bargaining unit at the time of the promotion or transfer.

(c) Any temporary assignment of a bargaining unit member to a non-bargaining unit position shall require the prior mutual agreement of the parties in writing. Such employees will retain their seniority but will not accumulate further seniority until returned to the bargaining unit. A temporary assignment will not be in excess of eighteen (18) months unless mutually agreed to in writing by the parties.

(d) An applicant who is permitted to transfer at the sole discretion of the Employer from outside the bargaining unit to within the bargaining unit or vice versa will retain any hours of work that they previously accrued with the Employer for the purpose of benefits, wage progression and vacations. However, an employee so transferring will only be able to exercise their current bargaining unit seniority for the purpose of transfer, promotion, layoff, reduction in staff and choice of vacation time based on the actual hours they have accumulated as seniority in the bargaining unit. An employee who is transferred under this provision shall not be

required to serve a probationary period if they have previously completed his probationary period with this Employer since last being hired or rehired.

- 13.10 Laid off employees shall retain their seniority, but shall not accrue seniority, for a period of two years from the date of lay-off.
- 13.11 Temporary employees are employees who work temporary assignments not to exceed a period of two (2) months.

A temporary employee who is currently working a temporary assignment and is declared the successful applicant to a posted position will receive credit for service for any hours worked while in that assignment. Temporary employees will have no rights or privileges under this collective agreement except as per Schedule "A" – Wages. Temporary employees will be entitled to vacation and holiday pay in accordance with the Employment Standards Act.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

- 14.01 When a new position is created, or when a vacancy occurs including a temporary vacancy expected to exceed (3) three months the Employer shall post notice of the position in the Employer's offices for a minimum of one week. The Employer will discuss with any unsuccessful applicant, if the applicant so requests, the manner in which the applicant may improve their qualifications and performance in order to be considered for future vacancies.

- 14.02 Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education skills, shift and hours of work and wage rate.

Such notice shall not be gender specific unless prior discussion with the Union has taken place.

- 14.03 Promotions (other than those considered by the Employer to be of a temporary nature, "temporary" meaning not to exceed three (3) months at any one time) and demotions, shall be based on the following factors:

- (i) seniority;
- (ii) the requirements and efficiency of operation and the qualifications, experience, ability, knowledge and training of the individual to do the job.

When in the judgment of the Employer, which will not be exercised in an unfairly discriminating manner, the qualifications in factor (ii) are relatively equal as between two (2) or more employees, seniority shall govern.

- 14.04 The Employer may hire new or appoint current employees without educational qualifications as required by the job classification, provided that such employees make a written commitment to acquire the necessary educational qualifications within five (5) calendar years. Should this employee fail to obtain the required qualifications within the five (5) calendar years period then this employee shall be placed on an unpaid leave of absence for up to one (1) calendar year without benefits or seniority accrual in order to obtain the required educational qualifications that they were committed to. Should this employee fail to acquire the required qualifications during this period of unpaid leave then

this employee shall lose all seniority. The Employer will grandfather all current Full Time Support Workers, as of September 14, 2007, that do not possess the required educational qualifications.

- 14.05 (a) The Employer shall post any training courses or experimental program for which an employee may be selected. The bulletin shall contain the following information:
- (i) Type of course (subjects and material covered);
 - (ii) Time, duration, and location of the course;
 - (iii) Minimum qualifications required of applicant. This bulletin shall be posted on the Bulletin Board to afford all interested employees an opportunity to apply for such training.
- (b) The senior qualified applicant who has not previously taken such courses shall be considered.
- (c) Should the Employer require an employee to take such a course:
- (i) the Employer shall pay the employee for reasonable costs associated with the course; and
 - (ii) time spent in such training shall be considered as time worked to a maximum of eight (8) hours per day at straight time pay;
 - (iii) the Employer will make available a reasonable amount of expense money in advance for such required courses. However, a fully detailed and reasonable expense claim with copies of receipts paid, shall be submitted by the employee to the Employer at the end of each period for which such advance of expense money is made.

14.06 Trial Period

A successful applicant to a posted position or a transfer of an employee will require the completion of a twenty (20) day trial period. Prior to the successful completion of the trial period either the employee or the Employer may choose to return the employee to their previous position.

- 14.07 Should an employee return to their former position during the trial period outlined in Article 14.06, the Employer shall select the next available qualified applicant in the competition as per Article 14.03. If this applicant rejects the offer or is also unsuccessful during their trial period, the Employer will move to the next available qualified candidate in the competition until a qualified successful applicant is found to fill the position.

- 14.08 If none of the applicants identified through the job posting process are considered qualified to perform the work required, the Employer reserves the right to fill the vacancy through an outside hire.

The Employer further reserves the right to simultaneously advertise a job vacancy both internally and externally if it anticipates there may not be internal candidates qualified to fill the position.

Notwithstanding the foregoing, the Employer, at its discretion, may also decide, prior to an outside hire, to fill the position from within the bargaining unit on a without prejudice basis to future job postings and the requirements of those positions.

14.09 Open positions within CUPE

In the event that CUPE position becomes vacant and is expected to be vacant for longer than three (3) months the position shall be posted to all CUPE members via email. The posting will be open to all employees agency wide only if no CUPE member has applied.

If the event that the qualifications are not equal the successful candidate will be the employee with the highest score of 100 weighted as follows:

20% seniority

20% education

20% Interview

40% evaluation by supervisor

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Both parties recognize that job security shall increase as much as practical in proportion to length of service. The employer shall give the union three (3) month notice in writing in the event the Employer and/ or Ministry is contemplating or planning reductions and or/ closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and or/ job security of bargaining unit members.

The employer shall meet with the union within thirty (30) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and/ or closure of programs, services, or supports; layoffs; restructuring; or other initiative that would impact the job security of bargaining unit members.

Therefore in the event of a layoff, employees shall be laid off in reverse order of their seniority providing the remaining employees are qualified to do the available work. Employees shall be recalled in the order of their seniority providing such recalled employee is fully capable and qualified to do the work to which they are being recalled.

15.02 A new employee shall not be hired until those laid off have been given an opportunity of recall provided an employee on lay-off is qualified to do the available work.

15.03 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 16 – HOURS OF WORK

16.01 The hours of work for a regularly scheduled full-time employee shall be up to eight (8), ten (10) or twelve (12) consecutive hours per day and up to forty (40) hours per week or eighty (80) hours bi-weekly. A half-hour lunch period will be paid for if the staff member is

scheduled and on hand to provide supervision or support for workers or performs other approved duties during the lunch break. Should an employee be unable to eat lunch because of supervisory responsibilities, they shall be given additional time to do so.

- 16.02 Nothing in this Agreement shall be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- 16.03 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of an eight (8) hour shift.
- 16.04 All necessary time spent by an employee outside of the employee's normal working hours travelling to and from conferences or other meetings when required by the Employer to attend such conferences or meetings, shall be reimbursed by the Employer at the employee's straight-time basic hourly wage.

Such reimbursement shall be in the form of lieu time off, to be taken at a time mutually satisfactory to the employee and the Employer.

It is understood and agreed that payment for such travelling time shall not form part of the employee's hours of work for the purpose of computing overtime or any other premium payments.

- 16.05 Notwithstanding the collective agreement language on hours of work and scheduling the parties agree that shifts and schedules may be flexed from time to time to meet operational or support needs, provided both parties are in agreement and the agreement is reflected on the pay record. Flexing may include splitting shifts or extending and shortening hours of work. Such "flexing" shall not result in overtime or reduced pay. Neither party is obligated to agree to the flexing of a shift. Where flex arrangements are not mutually agreed the collective agreement provisions shall apply.

It is further agreed flex arrangements shall not result in a reduction of full-time equivalent positions.

ARTICLE 17 – OVERTIME

- 17.01 All hours worked over eight (8) ten (10) or twelve (12) hours (unless scheduled as part of an agreed flex schedule) in any one work day or over forty (40) hours in any one work week shall be considered overtime and shall be compensated by pay at the rate of time and one-half.
- 17.02 An employee required to work more than three (3) hours overtime consecutive with their regular shift and such overtime has not been scheduled at least twenty-four (24) hours in advance, shall be provided with a hot meal or an allowance by the Employer not to exceed ten dollars (\$10.00) in either case.
- 17.03 An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 17.04 Opportunities for overtime and call ins shall be divided on an equal and rotational basis by seniority among employees who are qualified to perform the required work.
- 17.05 No employee shall be required to work overtime against his wishes when other employees are qualified and willing to perform the required work.

- 17.06 There shall be no regularly scheduled overtime worked in any operation while there are available employees on layoff to perform the work. "Regularly scheduled" for this purpose shall mean scheduled in advance for a period of one (1) week or longer.
- 17.07 A regular full-time employee who is called into work outside their scheduled working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is an outside break between the employee's regular scheduled hours and the work the employee is called in to do. However, the minimum call back allowance shall not apply where a pre-approved flex arrangement is agreed upon between the Employer and employee based upon the specific needs of the persons supported by the Employer and shall not pertain to any meetings authorized by the Employer.
- 17.08 (a) Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employee and the Employer provided one (1) week's advance notice is given by the employee.
- (b) If an employee requests that their overtime hours, or other paid hours, be accumulated as a "lieu" credit the accumulated "lieu" hours shall not exceed forty (40) hours unless approved by the Employer in advance and in writing. All accumulated "lieu" hours shall be adjusted as each respective employee receives a pay increase on a proportionate basis.
- (c) An employee who requests lieu time off shall submit a written request to the Employer not less than two (2) weeks prior to the date requested off, whenever possible, and shall not be unreasonably denied.

ARTICLE 18 – PAID HOLIDAYS

- 18.01 Subject to the qualifications in this Agreement all employees will receive the following paid holidays;

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

All full-time employees will be entitled to an additional three (3) paid holidays per year normally to be taken after Boxing Day and before New Year's Day. If not taken at that time, these additional paid holidays must be taken before the last pay of the fiscal year. For clarity, time not scheduled by the employee prior to March 1st for use prior to March 31st shall be scheduled off by the Employer.

All part-time employees will be entitled to an additional three (3) paid holidays per year to be paid out on or before the first pay date of January. For part-time employees the payment for these extra holidays shall be calculated based on three-fifths (3/5's) of the part-time employee's average regularly scheduled working hours per week for the previous four (4) weeks.

- 18.02 When any of the above noted holidays fall on a Saturday or Sunday, Monday shall be deemed to be the holiday for the purpose of this agreement. In addition to the paid holidays referred to above, the employer agrees that any employee working on Easter Sunday or a shift on New Year's Eve where the majority of hours occur after 3 pm shall be paid at the rate of one and a half (1 ½) times their regular hourly rate.
- 18.03 In order to qualify for holiday pay an employee must:
- (a) Have worked their regularly scheduled entire shift immediately preceding and their regularly scheduled entire shift immediately after the holiday, unless absent for any of the following reasons:
 - (i) illness or accident certified by a doctor's certificate; or
 - (ii) jury or witness duty; or
 - (iii) death or severe illness in the employee's immediate family. Immediate family as defined under "Bereavement Leave"; and
 - (iv) can show the Employer reasonable cause for failing to work not stated above
 - (b) The Public Holiday pay that a qualified employee is entitled to is calculated as follows:
 - (i) add all of the employee's regular wages, exclusive of overtime or premium pay, earned in the prior four (4) work weeks ending just before the schedule containing the Public holiday pay and
 - (ii) divide this sum by twenty (20)
- 18.04 Any employee that is scheduled/required to work and actually works on the paid holiday shall be paid at the rate of one and one half times (1½) their normal rate for the hours worked and receive another day off with pay in lieu of the paid holiday to be taken at a mutually agreeable date, or the holiday pay as the employee so chooses.
- 18.05 An employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness or accident verified by a Medical Doctor's certificate, in which case, the employee will receive their regular holiday pay.
- 18.06 If one of the above named holidays occurs on an employee's regular day off or during their vacation period, the employee shall receive an additional day off in lieu thereof to be scheduled at a time mutually agreeable to the employee and the Supervisor preferably within two (2) weeks either side of the Holiday or the employee shall receive their holiday pay as outlined in Article 18.03 (b).

ARTICLE 19 – VACATIONS

- 19.01 For the purpose of calculating eligibility, the vacation year for full-time employees shall be from January 1st to December 31st each year.

Length of Service	Entitlement	Vacation Pay
1 Full Year	10 Days	Greater of 10 days or 4.0% of gross

2 Full years	10 Days	Greater of 10 days or 4.0% of gross
3 Full years	15 Days	Greater of 15 days or 6.0% of gross
4 Full years	16 Days	Greater of 16 days or 6.4% of gross
5 Full years	17 Days	Greater of 17 days or 6.8% of gross
6 Full years	18 Days	Greater of 18 days or 7.2% of gross
7 Full years	19 Days	Greater of 19 days or 7.6% of gross
8 Full years	20 Days	Greater of 20 days or 8.0% of gross
9 Full years	21 Days	Greater of 21 days or 8.4% of gross
10 Full years	22 Days	Greater of 22 days or 8.8% of gross
11 Full years	23 Days	Greater of 23 days or 9.2% of gross
12 Full years	24 Days	Greater of 24 days or 9.6% of gross
13 Full years	25 Days	Greater of 25 days or 10.0% of gross
14 Full years	26 Days	Greater of 26 days or 10.4% of gross
15 Full years	27 Days	Greater of 27 days or 10.8% of gross
16 Full years	28 Days	Greater of 28 days or 11.2% of gross
17 Full years	29 Days	Greater of 29 days or 11.6% of gross
18 Full years	30 Days	Greater of 30 days or 12.0% of gross

- 19.02 A regular full-time Employee will receive the amount of vacation pay reflective of the amount of months they work in the current calendar year. The above chart is reflective of a full-time employee that works the full calendar year. If an employee who does not earn wages for a period in excess of thirty (30) working days, will receive the percentage of these days based on amount of months they worked. For example if a staff member was off the previous year; however, has worked 20 full years, they are still entitled to 30 days the following year. If they ended up going off for 6 months the current year, they would only be entitled to 15 days.
- 19.03 In scheduling vacations, it is agreed that not more than two (2) employees from Vocational Services may be on vacation at any one time unless the Employer deems circumstances are such that it is operationally feasible to allow additional staff off. Vacations shall, where practicable, be based on selection by employee according to seniority, but shall be finally determined by the Director responsible for Vocational Services or his/her designate having due concern for the proper operation of the Association.
- 19.04 An employee must take their vacation entitlement in the "vacation year" immediately following that during which the vacation entitlement was earned. However, upon request, the Employer shall grant the employee the right to carry over a maximum of one (1) week into the next calendar year. An employee shall not waive his vacation and draw double pay.
- 19.05 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a payment of the balance of their vacation entitlement.
- 19.06 Vacation schedules shall be posted by May 1st of each year, but will remain subject to change by the Employer, who shall at all times endeavor to accommodate the requested vacation of the employee.
- 19.07 All reasonable efforts shall be made to ensure an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

- 19.08 No employee shall be required to work during his scheduled vacation period. However, should an employee agree to work when requested during his scheduled vacation, they shall be paid at time and one-half the regular rate of pay plus one vacation lieu day off for each day in which work was performed. The above lieu day(s) shall be taken at a time designated by the employee and approved by the Employer.
- 19.09 Where an employee is hospitalized or qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacations so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

ARTICLE 20 – SICK LEAVE PROVISIONS

- 20.01 Pay for sick leave is for the sole and only purpose of protecting a full-time employee against loss of income due to sickness or accident and will be granted to an employee on the following basis:
- (a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or for the time taken for examination or treatment by a physician or chiropractor, or because of an accident for which compensation is not payable under the WSIB Act provided sick leave credits are available.
 - (b) An employee at the time they have completed the probationary period shall be credited with thirty (30) hours sick leave and shall then accumulate sick leave credits at the rate ten (10) hours per month of service which shall be based upon full time employees regularly scheduled to work forty (40) hours per week. Sick leave credits used up will be deducted from the total credits accumulated.
 - (c) All unused sick leave credits may be accumulated up to a maximum of nine hundred and sixty (960) hours.
 - (d) All other employee's that are eligible to receive sick credits shall receive a proportional amount of sick leave credits of the full-time employee on a pro rata basis in accordance with actual hours worked compared with forty (40) hours per week.
 - (e) An employee shall be required to produce proof of sickness in the form of a medical certificate for any absence after three (3) days or more duration. Where an established pattern of use of sick days exists or where there is doubt that absenteeism is due to illness or injury, the Employer may require an employee to produce proof of illness or injury by a medical certificate for any future absenteeism provided the Employer notifies the employee in advance.
 - (h) Positions for full time regular employees on sick leave will be held open for at least one (1) year unless confirmation is provided that the employee will not be able to return to work in that position. At the end of one year of continuous sick leave the Association's ability to hold the position open for the employee's potential return to work will be reviewed by the Director responsible for Vocational Services or his/her designate and the Executive Director or their designate and a decision will be made to either continue the situation or fill the position.

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- (i) The Employer will not be required to hold an employee's position open once they have been deemed permanently disabled.

20.02 When an employee is laid off due to lack of work, they shall not receive or utilize sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off for the length of time they retain their seniority.

20.03 It is the responsibility of each employee to notify their supervisor of any absence and anticipated return to work as soon as possible.

20.04 If an employee is injured during their working hours and is required to leave for treatment and is unable to return before the end of the shift because of the injury, they shall receive payment for the balance of the shift at their regular rate of pay without deduction from sick leave.

20.05 All employees shall be covered by the *Workers' Safety and Insurance Act*.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 (a) The Employer may grant leave of absence without pay to an employee upon request. Request for such leave of absence shall be in writing, and shall be submitted to the employee's Supervisor, at least fifteen (15) working days, in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Section 21.03.

If an employee does engage in gainful employment while on an approved leave without the knowledge and written approval of the Employer, the employee will be deemed to have quit and will forfeit all seniority rights and privileges contained in this Agreement.

Unless otherwise mutually agreed such leave shall not exceed three (3) months. Such leave shall not be unreasonably denied.

- (b) An employee who has been granted a leave of absence of any kind, and who overstays the leave shall be considered to have terminated their employment without notice, unless they obtain advance written permission to do so, or provide a satisfactory explanation where advance approval was not practicable.

21.02 Union Leave – Conventions, Conferences

(a) Employees elected or appointed by the Union to attend conventions and conferences of the Union, shall be granted leave of absence without pay provided the Employer is given ten (10) business days advance notice. No more than one (1) employees may be absent at any one time, unless the Employer is in agreement to exceeding this amount for a specific situation.

(b) Employees on such leave will be paid by the Employer, who will be reimbursed by the Union, provided the Union and the employee accept full responsibility for the cause and result of any accident or injury which may befall the employee while on Union business.

- (c) It is understood that the Employer may withhold a requested leave for Union business if the request would unreasonably impact upon the day-to-day business of the Employer. To the extent possible, the request for Union leave must be submitted in writing to the Employer at least ten working days prior to the date the leave is required.

The cumulative leave granted to employees for purposes of Union business shall not exceed ten (10) employee working days per calendar year. However, additional leave may be granted at the discretion of the Employer.

21.03 Union Leave – Full Time Position

- (a) An employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of existing seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office.
- (b) If the employee returns to the bargaining unit within one (1) year, they shall be entitled to claim their former position. If the employee returns to the bargaining unit after one (1) year, the employee is entitled to take a temporary position if one is available until such time as a vacancy occurs where they can apply their full length of service to the job posting.

21.04 Pregnancy And Parental Leaves

Pregnancy and parental leave shall be provided in accordance with the *Employment Standards Act of Ontario*, as amended from time to time. To the extent that the provisions set out below Conflict with the *Employment Standards Act* the Act shall govern;

- (a) subject to the specific provisions of the *Employment Standards Act* pregnancy and/or parental leave shall be as follows;
- (i) a pregnant employee is entitled to a seventeen (17) week pregnancy leave (without pay), and
 - (ii) the parent of a child (natural or adoptive) is entitled to up to seventy-two (72) weeks parental leave (without pay).
- (b) An employee who is entitled to take a pregnancy or parental leave cannot be terminated or laid off, disciplined, or suspended for the reason only that they have applied for or taken such leave.
- (c) Such leave of absence is not an illness under the interpretation of this Agreement and credits of the accumulated sick leave plan cannot be used.
- (e) Seniority for all purposes continues to accrue during such leaves and following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not exist. Upon reinstatement, the employee must be paid at the rate of pay they were receiving when the leave commenced or if it higher, at the rate the employee would be earning if they had worked through the leave.

However, if the Association's operations were suspended while the employee was on leave and have not resumed when the leave ends, the Association shall reinstate the employee, when the operations resume, in accordance with the seniority provisions of the collective agreement.

- (f) Subject to the premium arrangements in place the employee health care benefits coverage shall be maintained by the Employer provided the employee shall pay their share of the premium on the first day of the month. The employee is entitled to that coverage unless the employee has advised the Employer, in writing, that they do not wish to continue to make the employee contributions (if any), to maintain the benefits coverage;
- (g) The pregnancy and parental leave provisions of the Act apply to full time and part time employees, except that part time employees are not entitled to benefits' contributions.
- (h) The Association is not required to pay wages to an employee while on pregnancy or parental leave.
- (i) If an employee wishes to change the date of return from leave to an earlier or later date, the employee must give the Association:
 - (i) four weeks written notice before the earlier date if the leave is being shortened;
 - or,
 - (ii) four weeks written notice before the original date of return, if the leave is being lengthened.
- (j) A one (1) day leave with pay will be provided for any partner employee for the day that their child is born or adopted if that day is their regularly scheduled workday.
- (k) To qualify for pregnancy or parental leave the employee must have been employed for at least 13 weeks before the expected due date; and
- (l) an employee who takes pregnancy or parental leave and does not intend to return to their employment shall give the Employer at least 4-weeks written notice of resignation prior to their return date.

21.05 Voting in Election

An employee on day shift shall be allowed four (4) consecutive hours before the closing of the polls in any federal, provincial, or municipal election or referendum without deduction from normal pay.

21.06 Elected to Government Office

When elected to Federal or Provincial office, the Employer will grant leave of absence without pay and without loss or further accumulation of seniority, for one (1) term of office. One further extension of one (1) term may be granted on written application.

21.07 Writing Examination

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations in courses given prior approval by the Employer.

21.08 Emergency Leave

An employee shall be entitled to an emergency leave of absence for up to ten (10) days each year in accordance with *Employments Standards Act 2001* (Section 50) and as amended from time to time. The Employer may require an employee who takes emergency leave under this article to provide reasonable evidence of the circumstance that caused the leave.

ARTICLE 22 – LEAVE OF ABSENCE RULES

22.01 An employee who is granted unpaid leave of absence will continue to accumulate sick leave credits for a maximum of three (3) months.

22.02 Unpaid Leave of Absence in excess of thirty (30) consecutive days shall not count as service to advance an employee to a higher wage rate in a job classification. However, a leave of absence because of a work-related disability, illness, accident or pregnancy, shall count as service for wage progression purposes except during a probationary period.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 An employee who has completed his probationary period will be entitled to five (5) working days leave of absence, within a seven (7) day period, without loss of pay to attend to bereavement responsibility due to the death of an employees' spouse, significant other, Mother, Father, Stepparent, Child, Grandchild, step-grandchild, brother and sister.

23.02 All employees who have completed their probationary period will be entitled to three (3) working days leave of absence, within a seven (7) day period, without loss of pay to attend to bereavement responsibility due to the death of an employees' Mother in Law, Father in Law, Brother in Law, Sister in Law, Son in Law, Daughter in Law, Employees Legal Guardian, Grandparents, Step Grandparents, and grandparents-in-law.

23.03 Only such time as is required to fulfill the above obligations on days which the employee would otherwise have been scheduled to work shall be paid for.

23.04 If the above bereavement leave is not taken during this seven (7) day period the employee shall be required to request, in writing, and to obtain, in writing, the approval of the employer, regarding any bereavement leave beyond the seven (7) day period.

23.05 Where it is necessary because of distance, the employee may be provided up to four (4) additional days leave of absence without pay

23.06 One (1) day leave of absence with pay shall be allowed for acting as a pallbearer at a funeral.

23.07 An employee may save one of these days identified above without loss of pay to participate in a bereavement related practice period additional days may be carried over upon request in writing to the Executive Director or designate and will not be unreasonably denied.

ARTICLE 24 – COURT ATTENDANCE

- 24.01 The Employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a witness regarding a matter that is directly related to their employment in any Court. The Employer shall pay such an employee the difference between his normal earnings and the payment they received for jury services or court witness excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 24.02 The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

ARTICLE 25 – WAGES

- 25.01 (a) The wage to be paid shall be according to Schedule "A" attached hereto and forming a part of this Collective Agreement.
- (b) Temporary employees will be paid at the starting rate of the position which has been filled.

- 25.02 The parties agree that all probationary employees as outlined in Article 13.02 shall be reimbursed in the following manner:

- (a) The first forty (40) hours of work, which shall be considered the Initial Training Period, the probationary employee shall be reimbursed with an hourly wage equal to the minimum wage as per the *Employment Standards Act* for that Initial Training Period.

Upon completion of this forty (40) hour Initial Training Period the probationary employee shall be paid based upon Level 1 of their job class.

- (b) Over and above the forty (40) hour initial site specific training period contemplated in 25.02 (a) the probationary employee shall also be required to attend and satisfactorily complete the following mandatory Agency Orientation Training, which may include (but not necessarily be limited to): Non Violent Crisis Intervention, CPR, Standard First Aid, WHMIS, Health & Safety, Agency Philosophy, Agency Policies and Procedures, Accreditation Outcomes, Social Role Valorization, and Rights. Such training is generally organized as group training at some point during the year. The employee shall be compensated for time spent in the above noted mandatory Agency Orientation Training at an hourly wage equal to the minimum wage as per the *Employment Standards Act*.

All other employment duties beyond the initial forty (40) hour training period and the mandatory agency orientation training would be compensated at Level 1.

ARTICLE 26 – EMPLOYEE BENEFITS

- 26.01 The Employer will arrange for the following Group Health Benefits and for each employee regularly working thirty (30) hours per week or longer who has completed their probationary period, agrees to pay 100% of the rates charged for such Plans. This does not apply to a new employee who is hired to work in a position, which is for less than six (6) months duration.

Life Insurance and Accidental Death and Dismemberment	Each type of such insurance, two times annual earnings to the next higher \$1,000. Benefits reduced by 50% upon the employee attainment of age 65 and terminate at 70.
Long Term Disability	After waiting period of 17 weeks 70% of average monthly earnings to maximum of \$5,000.00 to age 65.
Extended Health Care Plan	Deductible: Nil Co-Insurance: 100% To age 65 Does not include out of Country coverage
Dental Care	Deductible: Nil Co-insurance: Level 1- 100% Level 2 100% Level 3A 100% To age 65 Based on current ODA fee schedule
Basic Vision Care	Deductible: Nil Maximum Benefit - \$325 per person per 2 years As well as the cost of the eye examination. (Note: Available only in conjunction with the extended Health Care and Dental Care Plans)
Out of Country Insurance	Out of Country Emergency 100% (Maximum of \$5,000,000/trip) Maximum Trip Duration – 180 Days Trip Cancellation - \$5,000 Maximum Age – 70 years old

Note: The above list of plans (except for Government Health Insurance Plan) are according to the specifications of the Health Source Plus Insurance or equivalent, now issued to the employees.

26.02 The Employer shall pay the single or family premium rate for the above Plans unless there is a duplication of coverage under an employee's spouse's plan.

26.03 (a) Full Time and Part Time employees that qualify for employee benefits that are on authorized leave of absence due to illness or non-compensable accident shall continue to be eligible for Welfare Benefit coverage for up to four (4) months.

(b) A person on authorized leave of absence due to a compensable accident and in receipt of weekly WSIB benefits shall continue to be eligible for Welfare Benefit coverage for up to twelve (12) months.

(c) Where the leave of absence without pay exceeds four (4) weeks:

(i) The Employer shall pay their share of any and all health and welfare benefits for the first four (4) weeks;

(ii) If the leave of absence exceeds four (4) weeks, benefits coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the four (4) weeks leave of absence.

- (d) An employee laid off shall cease to qualify for the Welfare Benefits at the end of the calendar month in which they are laid off; however, where a lay-off is of a temporary nature and the employee involved does not become employed elsewhere, the employee laid off may continue under the Plans by paying the total monthly cost to the Employer by the fifteenth (15) day of each month if so arranged with the Employer.
- 26.04 (a) Full details of benefits to which the participating employee is entitled are contained in the certificates issued to each employee.
- (b) The terms of the policies and the rules and requirements of the various carriers of these Welfare Benefit Plans shall govern.
- 26.05 Should the Employer's Sick Leave Plan qualify for a rebate in the Unemployment Insurance Premiums paid, the employees agree to forego their share of such rebate in favour of the Employer due to increased Welfare Benefits.
- 26.06 The Employer will reimburse employees who are required to wear safety footwear as part of their jobs for the purchase of one pair of approved safety shoes or boots up to a maximum cost of \$65.00 every two (2) years.
- 26.07 The Employer will create an employee managed RRSP for all full-time employees if they are regularly scheduled to work thirty (30) hours per week or more and who have completed at least two (2) full years of service with the Association. The Employer will, for qualifying employees, contribute three percent (3%) of the employee's regular gross salary established as at May 1 of each year, on a monthly basis within the allowable limits, conditional upon at least a matching contribution by the employees. Contributions are to be made by payroll deduction. Withdrawal from the plan can only occur when the employee leaves the employment of the Association.

ARTICLE 27 – DUPLICATION OF PAY

- 27.01 (a) For the same period of time, an employee shall not receive payments:
- (i) under more than one provision of this Agreement, (except for overtime; as well, payment of regular wages for time worked on any holiday shall not exclude payment for such holiday) nor
 - (ii) under a provision of this Agreement and from an outside source to which the Employer makes direct contributions such as Workplace Safety & Insurance, Unemployment Insurance, etc., with the understanding that this does not affect the method of handling make-up of pay for court attendance as specified in Article 24.
- (b) In the event of a situation where duplicate payment under Section 27.01 (a) (i) and (ii) might be in question, the Employer shall make up the payment applicable, if need be, so that the employee receives the more favorable treatment.

ARTICLE 28 – BULLETIN BOARDS

- 28.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and union notices one (1) bulletin board in a prominent place so as to inform all

employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin board without prior initialed approval by the Executive Director or their designate or Director responsible for Vocational Services or his/her designate and such approval shall not be unreasonably withheld.

ARTICLE 29 – CHANGES IN CLASSIFICATIONS

- 29.01 (a) If the Employer discontinues a classification, or changes the job requirements of a classification, or establishes a new classification, the Employer shall set any new rate and shall notify the Union in writing of the particulars.
- (b) The Union, may within thirty (30) days of such notice, request that such change be discussed at a meeting between Management and the Union Grievance Committee.
- (c) If the Union claims that new or revised rate is not appropriate and compatible with the classifications and rates in Schedule "A" attached hereto, this matter may then be referred to arbitration.
- (d) The Arbitrator in making an award, shall use no criteria other than the classifications and rates in Schedule "A" attached.

ARTICLE 30 – GENERAL

- 30.01 Wherever the word "days" is used in the Agreement, it shall not include Saturdays, Sundays or paid holidays unless such "days" are identified specifically as "calendar days" in which case it will cover a period of consecutive days including Saturdays, Sundays and paid holidays.
- 30.02 On termination of employment for any reason, the Employer may provide a letter of reference on request.
- 30.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, sufficient copies of the Agreement for each employee in the bargaining unit shall be provided and the cost shared by the Union and the Employer.
- 30.04 The Employer shall supply all tools and equipment as determined by the Employer are required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or if such tool is lost by staff or by "persons supported by the Employer."
- 30.05 The Employer shall continue to provide fire and theft insurance covering the tools and equipment owned by employees and used in the performance of their duties with the Employer.
- 30.06 No employee shall be required to operate any piece of powered equipment until they have received training and instructions.
- 30.07 It is understood that the Employer will reimburse or make restitution to employees for damage to personal clothing or property as a result of deliberate destructive action on the part of persons supported by the Employer. Payment will be based on the actual cost of the item that requires replacement provided that the affected employee provides the

documented cost of the damaged item. This Article will not pertain to damages to clothing where the Employer has provided or is willing to provide protective clothing.

In all cases it will be at the Employer's discretion as to the level of reimbursement from the person supported by the Employer for damages caused.

30.08 Inclement Weather

A decision to close a program early, cancel a van run, or send program participants home early, will be made by the executive director or designate. Office buildings and other locations will NOT be closed due to environmental conditions, except under extreme weather conditions. If an employee is unable to get to work due to weather conditions, they should contact the Scheduling Coordinator or manager to notify them that they will not be reporting for work. Employees will not be paid for absences due to weather related conditions, however, employees may request to use available time off for the day using vacation or time in lieu.

ARTICLE 31 – TRANSFERS

31.01 The conditions set forth in the Article shall not apply in circumstances that are considered to be based upon relief principles and not requiring the relief staff to assume all responsibilities of the position. The principles of relief cover short term absences not to exceed three months.

31.02 When an employee is transferred or reclassified, they shall remain at their current rate of pay at the time of the transfer or the starting rate, if higher, of the job to which they are being transferred.

Should the starting rate of the position to which an employee is transferred be lower than their current rate, then they shall remain at the current rate until their new job class catches up to their current rate through annual adjustments.

The higher rate of pay will be the equivalent grid position (i.e. year) in the higher paying classification to that which they hold in their regular classification.

This only applies to employees within a temporary position.

31.03 An employee who requests a transfer to a different job category, if accepted for the new position, shall receive the rate of pay for the new job category, whether it be higher or lower, commencing the date of their actual transfer.

ARTICLE 32 – MILEAGE

32.01 Employees authorized by the Employer to use their own personal vehicles for the Employer's business shall be paid an allowance of fifty-two cents (\$0.52) per kilometer effective the month following ratification of this agreement.

32.02 Any employee who fails to submit their mileage claim forms by the 15th day of the following month shall forfeit the right for payment of such claim (unless such failure is the result of absence due to illness, authorized leave of absence or annual vacation).

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- 32.03 An employee is not authorized to use their vehicle for the Employer's business unless they propose, and bear the cost for:
- a) a valid driver's license; and
 - b) a minimum of \$1,000,000 in liability coverage or such other coverage deemed reasonable in the circumstances; and
 - c) a special endorsement on their insurance coverage to transport passengers.

- 32.04 By claiming and/or receiving a vehicle allowance an employee represents that they have complied with the conditions in Article 32.03 and, if requested by the Employer, they will provide documentary proof of compliance.

The Employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required. If it is the expectation of the Employer that Employees may occasionally be required to transport staff and flash or client in their personal vehicles during and as a condition of employment this additional requirement shall also be included on the job postings and or job descriptions.

- 32.05 Employees that may be required to utilize their personal vehicles for any work-related purpose, including transporting staff and/or clients, are encouraged to make full disclosure of any such usage to their personal vehicle insurer, and are at liberty to provide their insurer with a copy of the job description and/or job posting for this purpose. Employees will use best efforts to determine from their insurer if additional coverage is required and will obtain a valid quote from their insurer or for this additional coverage. If additional coverage is not required, employees will request a written waiver from their insurer signifying that the additional coverage is not required to use their personal vehicle for work-related purposes and provide it to the Employer.

ARTICLE 33 – RESTRUCTURING

- 33.01 With respect to any restructuring plans that the Employer initiates during the term of this Agreement, the parties agree as follows:
- (a) The Employer will convene a union/management committee meeting for the purpose of exploring options that either party may develop for the purpose of lessening the impact on members of the bargaining unit prior to announcing the finalized version of the restructuring plan. However, it is agreed that the Employer may proceed at any time to implement any reorganization or restructuring, of its operation that does not result in a permanent layoff of any bargaining unit employee.
 - (b) If the parties are unable to agree on the options presented after open and reasonable discussion, the Employer will be free to implement its restructuring plans in accordance with the terms of this Agreement.
 - (c) It is agreed that the Employer will not announce any layoffs or reduction in hours for any employees of the bargaining unit until the meeting referred to in (a) above has been held.
 - (d) In the event that permanent layoffs result from the discussions, the Employer agrees to provide the Union and the affected employees with four (4) months' notice in advance of the effective date of the layoffs, or any other arrangements in lieu of notice that the union/management committee may agree to.

- (d) It is agreed that a reduction in hours of ten percent (10%) of an employee's normal hours of work due to restructuring shall trigger the bumping provisions of the Agreement.

ARTICLE 34 – HEALTH AND SAFETY

- 34.01 The Employer and the Union recognize their obligation to establish and maintain a safe and healthy workplace environment and comply with the duties and responsibilities under the Occupational Health and Safety Act (R.S.O. 1990, C.0.1.) and its regulations as may be amended from time to time.
- 34.02 The union shall select at least one (1) bargaining unit member to act as Health and Safety Representative. The Health and Safety Representative shall have all the powers and responsibilities entitled to the Health and Safety Representative as stipulated under the Act.

In addition, a health and safety representative shall have the power to:

- (i) Identify situations that may be a source of danger or hazard to employees;
- (ii) Make recommendations to the employer and the workers for the improvement of the health and safety of the employees; and
- (iii) Recommend to the employer and the workers, the establishment maintenance and monitoring of programs, measures, and procedures representing the health or safety of employees.

ARTICLE 34.03 - TRAINING

The Employer will consult with the Health and Safety Committee, Health and Safety Representative where no committee exists, and the Local Union, will review any recommendations flowing from the committee or Health and Safety Representative, and shall develop, establish, and provide educational programmes annual training to the SHSC teams appropriate to the work to protect workers. The employer agrees to provide training and information on the prevention of violence and harassment to all employees who come into contact with potentially aggressive persons. This training will be required initially during the orientation period and update on an annual basis for all and updated on an annual basis for all employees. Training will be treated as time worked and employees will be paid their rate as per the collective agreement.

ARTICLE 35 - DUTY TO ACCOMMODATE/RETURN TO WORK

- 35.01 The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable and all matters involving WSIB, STD, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.
- 35.02 It is the responsibility of the persons with disabilities to:
- (i) Inform the employer of their needs;

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- (ii) Cooperate in obtaining necessary information including medical and other expert opinions;
 - (iii) Participate in discussions about solutions, and
 - (iv) Work with the Employer and the Union on an ongoing basis to manage the accommodation process.

35.03 The Union must:

- (i) Take an active role as a partner in the accommodation process,
- (ii) Share joint responsibility with the employer and to promote accommodation, and
- (iii) Support accommodation measures regardless of the collective agreement.

35.04 The Employer is required to:

- (i) Accept accommodation requests in good faith;
- (ii) Request only information that is required to make the accommodation;
- (iii) Obtain expert advice or opinion where necessary;
- (iv) Take an active role in ensuring that all possible solutions are examined;
- (v) Maintain the confidentiality of persons with disabilities;
- (vi) Deal with accommodation requests in a timely way, and
- (vii) Bear the cost of any required medical information or documentation.

35.05 The Parties agree to form, adhere to, promote, and advance Terms of Reference - Accommodation and Return to Work committee.

35.06 If an employee requires an accommodation with good reasons, the Employer will do their best to find an appropriate accommodation without undue hardship. It is understood that the employee has an obligation to meet their responsibilities listed in article 35.02. If there is no contact within one week the Employer will send a registered letter to the employee requesting they have three (3) business days to reply. If no response from the employee, it will be deemed they have resigned from their position with the Employer without notice, unless they provide a satisfactory reason why they were not able to contact the Employer.

ARTICLE 36 – RENEWAL, AMENDMENT AND TERMINATION

- 36.01 This Agreement shall be effective from April 1, 2024, and shall continue in effect until March 31, 2027, and shall continue automatically thereafter during annual periods of one (1) year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 36.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notifications.
- 36.03 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the current Labour Relations Act of the Province of Ontario.

Signed electronically,

ON BEHALF OF
COMMUNITY LIVING
WELLAND PELHAM

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276-00

Drew Moir

Jen Fennik
Jen Fennik (Jun 30, 2025 15:29 EDT)

Leslie Monger
Leslie Monger (Jun 30, 2025 14:42 EDT)

Ayvri Lawrence
Ayvri Lawrence (Jul 2, 2025 19:53 EDT)

Jeff Vreelken
Jeff Vreelken (Jul 4, 2025 07:52 EDT)

SCHEDULE "A"

WAGES

Year 1
2024-2025

- Full Time and Part Time staff will receive a 1.5% pay increase.
- Full Time staff will receive a 2% stipend (based on average of 80+ hours worked per pay)
- Part Time staff will receive a 1% stipend (pro-rated amount based on average amount of hours worked over the last six months).
- Part Time staff will receive single coverage benefits that cover Medication Coverage (up to \$2500) and Extended Health Benefits (\$500 per service)
- In order for Part Time staff to qualify for the coverage they must have worked 3120 hours with the Agency and must keep an average of 40 hours bi-weekly.
- A re-assessment will be done every 6 months to make sure the staff is maintaining their hours on April 1st and October 1st of every year

Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Part Time	\$24.20	\$24.50	\$24.81	\$25.12	\$25.40	\$25.78
Full Time	\$27.46	\$27.86	\$28.26	\$28.66	\$29.06	\$29.51

Year 2
2025-2026

- Full Time and Part Time staff will receive a 1.5% pay increase.
- Full Time and Part Time staff will receive a 1% stipend (with the same parameters of the previous stipend)

Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Part Time	\$24.56	\$24.87	\$25.18	\$25.50	\$25.78	\$26.17
Full Time	\$27.87	\$28.28	\$28.68	\$29.09	\$29.50	\$29.95

Year 3
2026-2027

- Full Time and Part Time staff will receive a 1.5% pay increase.
- Full Time and Part Time staff will receive a 1.5% stipend.

Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Part Time	\$24.92	\$25.24	\$25.56	\$25.88	\$26.17	\$26.56
Full Time	\$28.29	\$28.70	\$29.11	\$29.53	\$29.94	\$30.40

SCHEDULE "B"

QUALIFICATIONS FOR LEVEL PROGRESS

POSITION	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
PART TIME/CASUAL SUPPORT WORKER						
	0 – 520 hours	after 520 hours	after 1040 hours	after 1560 hours	after 2080 hours	after 2600 hours
FULL TIME SUPPORT WORKER						
Performance	---	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
		and	and	and	and	and
Relevant Experience	Starting rate with no relevant experience	1040 hours worked	2080 hours worked	3120 hours worked	4160 hours worked	5200 hours worked
		and	and	and	and	and
Education	Minimum High School Diploma	First Aid/CPR and Non-Violent Crisis Intervention	3 Completed DSS, DSW Courses or 9 Additional Months Work Experience or 1.75 Years in total	6 Completed DSS, DSW Courses or 18 Additional Months Work Experience or 3 Years in total	9 Completed DSS, DSW Courses or 27 Additional Months Work Experience or 4.25 Years in total	DSS, DSW, EASNS, Social Services Diploma, or University Degree directly related to the Human Services Field

LETTER OF UNDERSTANDING

BETWEEN:

COMMUNITY LIVING WELLAND PELHAM

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2276-00

RE: ADDITIONAL FUNDING

The Parties agree that if the Employer during the term of the Collective Agreement receives monies for staff wages from the Ministry of Community and Social Services, either in the form of salary and/ or benefit increases or with respect to statutory obligations, beyond the negotiated increases, the Employer will agree to follow the guidelines of the Ministry and to meet with the Union to explain how the funding will be assigned and that the Employer will consider the Union's response.

Signed electronically.

ON BEHALF OF
COMMUNITY LIVING
WELLAND PELHAM

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2276-00

Drew Moir

Jen Winnik
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