

# COLLECTIVE AGREEMENT

BETWEEN:

GATEWAY RESIDENTIAL AND  
COMMUNITY SUPPORT SERVICES OF NIAGARA INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

**April 1, 2024 to March 31, 2027**

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AGREEMENT

BETWEEN:

GATEWAY RESIDENTIAL AND  
COMMUNITY SUPPORT SERVICES OF NIAGARA INC.

HEREINAFTER CALLED THE "EMPLOYER"

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

HEREINAFTER CALLED THE "UNION"

ARTICLE 1 - PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union, and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of Gateway Residential and Community Support Services of Niagara Inc. in the city of Welland, save and except the Executive Director, the Finance Manager, the Resource Development Manager, the Property Manager and persons above the rank of Executive Director.
- 2.02 (a) A full time employee is defined as a person who is regularly scheduled to work twenty-four (24) or more hours per week.
- (b) A part time employee is defined as a person who is regularly scheduled to work less than twenty-four (24) hours per week.
- (c) A relief (zero hour) employee is defined as an employee who does not have regularly scheduled hours.

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- (d) The Employer agrees to notify the Union, in writing, of the name and classifications excluded from the Bargaining Unit set out in Article 2.01.
- 2.03 No employee covered by this Agreement shall be required or permitted to make any agreement with the Employer which conflicts with the terms of this Collective Agreement.
- 2.04 The Employer shall not contract out bargaining unit work as such that any bargaining unit employee is laid off, or works less straight time hours than they normally would as a result of contracting out.
- 2.05 Employees, volunteer and government funded participants excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction of straight time work for an employee in the bargaining unit, except in the case of emergencies or training.

THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 2.06 The Employer will inform all new employees of the contractual relationship between the Employer and the Union. During the orientation, the Employer will introduce any new employee to the Union Steward. The Union and the Employer agree that there will be no discrimination, interference or coercion exercised or practiced against any employee because of membership or non-membership in the Union. The Employer shall advise the Union monthly of the names of person(s) listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.
- 2.07 The Employer shall provide one (1) virtual bulletin board which shall be placed in a mutually agreeable location so that employees will have access to it and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to the employees. **Employees shall have electronic access to Teams for Banner Information and General Membership meeting notices.**

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

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3.02 The Union acknowledges that it is the function of management to:

- (a) Develop and establish standards, policies, and procedures for the care, welfare, safety and comfort of the clients and the efficient operation and management of the program;
- (b) Maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations for the safe and efficient operation of the program.
- (c) Hire, promote, demote, transfer and lay off employees and to discipline, suspend or discharge employees for just cause.
- (d) Plan, direct, and control the work of the employees and the operations of the program.

ARTICLE 4 – UNION DUES AND CHECKOFF

4.01 The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members. Deductions shall be made from each pay and shall be forwarded to the Secretary Treasurer of the Union, not later than the 15<sup>th</sup> day of the month following, accompanied by a duplicate list of the names, addresses, seniority lists and phone numbers if agreed by the Employee, of all employees from whose wages the deductions have been made. The Employer shall be saved harmless by the union for all deductions and payments made. The Union shall advise the Employer in writing of the amount of initiation fees, assessments and union dues and as to any changes thereto at least one (1) month in advance of the pay period in which the deductions are to be made.

4.02 Income Tax (T-4) slips will show the amount of union dues paid by each Union member in the previous year.

4.03 Deductions with respect to new employees or employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon their hiring date.

ARTICLE 5 – UNION REPRESENTATION

5.01 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 proper authorization of the Union. In representing an

employee or group of employees, an elected or appointed representative of the union shall be the spokesperson.

In order that this 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.

- 5.02 The Union agrees that stewards and committee members appointed by the Union shall be regular employees of the Employer who have at least completed probation.
- 5.03 The Union has the right to elect a maximum of two (2) members of the bargaining unit who will serve as the bargaining committee. The Employer will ensure no loss of wages for bargaining committee members attending negotiating meetings with the Employer up to but not including arbitration.
- 5.04 The President and the Vice President - Private Homes or their designate and the Unit Officer shall be members of the Bargaining committee. If either the President or Vice President - Private Homes are employees of the employer such member of the Bargaining Committee shall fall within the numbers agreed in Article 5.03.
- 5.05 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- (a) Stewards are elected by staff and/or appointed by the Union to represent the employees in certain matters concerning the Collective Agreement, including the processing of grievances. The Employer agrees to recognize two (2) stewards and one unit officer. When dealing with grievances, the Union shall be limited to one (1) Steward in the processing of each grievance. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.
  - (b) CUPE representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to represent the employees in all matters concerning their rights under this Agreement and under the law. The CUPE representatives, prior to entering the Employer's premises, shall first obtain permission from the Employer. Such permission shall not be withheld unreasonably.
- 5.06 The Union and the Employer acknowledge that such employees must continue to perform their regular scheduled duties and that so far as is possible all

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activities of Union stewards will be carried on outside of the regular working hours of the employees concerned unless otherwise mutually arranged or otherwise provided for in this Agreement.

ARTICLE 6 – NO DISCRIMINATION

- 6.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex, sexual orientation, political affiliation or activity or place of residence. The Union and the Employer further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representative or members, because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

- 7.01 a) The employer and the Union agree to establish an active labour/management committee. The committee shall be made up of an equal number of employees and non-bargaining unit persons (not less than two (2) each), with one of the non-bargaining persons being the employer's HR Director and designate. A CUPE representative may attend such meetings as required. The committee shall keep minutes of its meetings. A copy of the minutes shall be posted **virtually** in the office and two (2) copies shall be given to the local steward.
- b) The committee will hold meetings quarterly and more frequently on urgent matters by mutual agreement of the parties. The meeting will be held at a mutually convenient time and date. The employees serving on the Committee shall be paid their regular rate of pay if the meetings are held during their regularly scheduled working time.
- c) The committee shall discuss matters of mutual concern and may make recommendations to the Employer and/or the Union.

Without limiting management's rights in any respect, and barring unforeseen circumstances, the employer undertakes to inform the committee and CUPE representative of all planned significant changes in work methods, supervision, numbers of personnel employed, layoffs, staff orientation program and the like and give full consideration to any representations made by the committee, prior to implementing such changes.

d) The committee is not empowered to alter or amend any of the terms of this Collective Agreement or to deal with matters that are currently a subject of the grievance procedure.

e) The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the clients entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the clients.

7.02 The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of the Collective Agreement.

#### ARTICLE 8 – PROBATIONARY PERIOD

8.01 A newly hired full time employee shall be on probation for the first 455 hours of work. A newly hired part time employee shall be on probation only for the first seven (7) months or 455 hours worked, whichever comes first. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

In assessing the discharge of a probationary employee, an arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate his ability, whether the employee was notified of deficiencies in his performance and given an opportunity to correct them and whether the Employer's assessment was fair and reasonable.

Extension of the probationary period will be determined on a case by case basis by agreement between the Employer and the Union.

8.02 All new employees shall receive orientation based on the needs of the program. Individuals will not be unreasonably denied if additional hours are requested.

8.03 A probationary employee shall receive an evaluation of their work performance from their employer during the probationary period.

8.04 An annual performance review program will be developed by the Employer, which will be thoroughly reviewed with the staff prior to implementation.

#### ARTICLE 9 – SENIORITY

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9.01 Seniority is defined as the length of continuous service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

The seniority date for full time employees will be based on date of hire. Seniority for part time employees shall be accrued on the basis of all actual hours paid and shall be shown on a separate list. A period of 1,820 hours paid will equal one (1) year of seniority, 1950 hours paid will equal one year of **seniority. All Community treatment order Workers employed as of April 1<sup>st</sup>, 2024, will be grandfathered and 1950 hours paid will equal one year of seniority.**

9.02 The employer shall maintain two (2) separate seniority lists showing the current classification and date of hire for full time and hours paid for part time. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application. Up to date seniority lists shall be sent to the Union and posted **virtually** in January **and July** of each year.

9.03 An employee's seniority rights once acquired shall cease to exist and the employee shall be deemed to be terminated, if an employee:

- (a) Voluntarily quits the employ of the Employer;
- (b) Is discharged and such discharge is not reversed through the grievance procedure;
- (c) Utilizes a leave of absence for purposes other than those for which the leave was granted, or engages in gainful employment elsewhere while on leave of absence, or fails to report for duty on the first (1<sup>st</sup>) day following the expiration of a leave of absence, unless the employee has obtained permission from the Employer in writing or provides a reasonable explanation satisfactory to the Employer.
- (d) Is laid off for a continuous period of more than eighteen (18) months, or their length of seniority if less, or fails to report for work when recalled in accordance with Article 10.01 (c);
- (e) Has been absent for one (1) consecutive working day without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a reason satisfactory to the Employer is given;
- (f) Retires or is retired;

9.04 An employee off work due to illness or Workers' Compensation will continue to accumulate seniority for up to twenty-four (24) continuous months after which time seniority will be retained but not accumulated.

9.05 Transfers and Seniority Outside the Bargaining Unit

- a) No employee shall be promoted or transferred to a position outside the bargaining unit without their consent. If an employee is promoted or transferred to a position outside of the bargaining unit they shall retain their seniority acquired at the date of leaving the unit for a period of not more than twenty-four (24) months.

If such an employee returns to the bargaining unit they shall return to their previous position, if it exists, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, if it exists, without loss of seniority.

If former positions, as referred to above, no longer exist, they shall be **given the opportunity to bump into a job consistent with their seniority; provided they have skills and ability.** In this case, such placement shall not result in the layoff or bumping of an Employee holding greater seniority.

If such employee does not return to the bargaining unit at or before the twenty-four (24) month period, they shall lose all seniority and will be considered to have relinquished their position.

- b) Employees temporarily transferred out of the bargaining unit for periods of less than two (2) years will continue to accumulate seniority during their period of time outside of the bargaining unit.
- c) If an Employee, other than a probationary Employee is laid off as a result of Employees returning to the bargaining unit under (a) or (b) above, such Employee will be covered under the terms of Article 10 of the Agreement.

ARTICLE 10 – LAYOFF AND RECALL

10.01 (a) A layoff shall be defined as a reduction in the workforce or a reduction in the straight time hours of work, lasting more than one (1) working day, as defined in this Agreement.

- (b) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may accept the layoff or may displace any

employee with less seniority, provided the employee exercising the right is qualified, able and willing to perform the work of the employee with less seniority.

- (c) New employees shall not be hired until those laid off have been given an opportunity of recall. Recall from layoff shall be based upon the seniority of the employees affected provided the employee or employees to be recalled are qualified to perform the work for which they are being recalled.

- 10.02 Employees shall be entitled to notice of layoff as outlined in the Employment Standards Act. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.
- 10.03 Where possible, the Employer shall give the union thirty (30) days notice in writing in the event that the Employer is considering reductions and or closure of programs, services or supports, layoffs, restructuring, or any other initiatives that would impact the job security of the bargaining unit members.
- 10.04 The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall discuss with the Union the issues giving rise to the notice. Either party can request for an extension where mutually agreed upon. If indefinite layoffs are being considered, the parties shall discuss all reasonable options such as attrition, redeployment, voluntary leaves of absence, retraining and voluntary exit plans.
- 10.05 An employee who has bumped into a position but is unable to continue their placement in the bumped position within thirty (30) days of placement shall be laid off. This article does not mean that a trial period exists for employees who have bumped into a position.
- 10.06 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to a temporary vacancy of less than ten (10) days shall not be required to accept such a recall and may instead remain on layoff. For recall in excess of ten (10) working day employees shall be required to accept recalls in accordance with Article 10.01 (c).
- 10.07 Employees who are on layoff and recall, and who have had a reduction in hours, shall receive any extra shifts that will bring their hours up to the number of hours they had prior to being laid off.
- 10.08 If an employee or the Union wishes to file a grievance about a layoff, such grievance shall be initiated at step 2 of the grievance procedure.

ARTICLE 11 – JOB CLASSIFICATIONS AND RATES OF PAY

11.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.

11.02 The workweek shall start on a Monday at 12:01 a.m. Wages shall be paid bi-weekly on the Friday. On each payday each employee shall be provided with an itemized statement of their wages, overtime, bonuses and deductions.

Employees will have their pay deposited directly to the financial institution of their choice.

11.03 Where an employee notifies the Finance of an Employer error on their pay cheque, the Employer shall resolve the matter by the end of the next working day.

11.04 New classifications may be established at the discretion of the Employer. Wage rates for such new classifications shall be established by the Employer and notification of same shall be given to the Union. In the event that the Union disagrees with the wage rate as set, the Union shall give written notice to the Employer, and request a meeting to discuss the wage rate as set. In the event that agreement is not reached, the wage rate as set may be a grievable issue.

11.05 The parties agree that persons hired by the Employer on contracts for an agreed term in excess of three (3) calendar months and who work twenty-four (24) hours per week or more shall be considered members of the bargaining unit. It is agreed that such Employees shall be considered "Internal candidates" for the purposes of Article 14.

Contract positions that extend beyond twelve (12) months and for which the Employee receives program funding shall become permanent bargaining unit positions and be posted according to Article 14.

Notwithstanding the above, a permanent member of the bargaining unit who accepts a contract position for an agreed term of six (6) calendar months or more shall maintain all their rights pursuant to the Collective Agreement.

Persons who complete successive contracts (and who works twenty-four (24) ~~17.5~~ hours per week) with the employer, such that the combination of their contracts extends in excess of ~~three (3)~~ twelve (12) calendar months, shall be considered members of the bargaining unit. They shall be eligible to receive all benefits of a bargaining unit

staff, regardless of how many different short-term contracts they may actually work.

Contract employees who have completed three months but less than twelve months, will be eligible for a health care spending account in the amount of one thousand dollars (\$1000) on a prorated basis.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

**12.01**

(a) The Employer will meet with the union prior to the changes being implemented related to hours of work. However, this shall not be intended to affect the Employer's right to alter the starting and stopping times of an employee.

Employees will be paid overtime at 1.5 times their hourly rate in the following circumstances:

- i. Anytime an employee works more than 70 hours bi-weekly; excluding grandfathered CTO.
- ii. Anytime a grandfathered CTO worker works more 75 hours bi-weekly.
- iii. Anytime a full-time employee works more than their regularly scheduled shifts, defined as 7 hours dally or 7.5 for grandfathered CTO staff. With the exception of 12.03

(b) Overtime must be authorized by the Program Manager or designate.

(c) There shall be no pyramid of overtime under any of the provisions of this agreement

12.03 All employees will continue to receive lieu time for mandatory staff meetings. In the event that a part time employee resigns or is terminated of their position, any lieu time not taken shall be paid out at the employee's regular rate of pay.

12.04 Effective date of ratification a night shift premium of **forty cents (\$0.40)** per hour be paid for each hour the employee works where the majority of the hours fall between the hours of 22:00 - 07:00 hours.

ARTICLE 13 – WORK SCHEDULES AND CALL-IN

- 13.01 (a) Scheduling shall be based on a master rotating schedule. Employee requests for specific days off must be submitted to the Executive Director at least one (1) week in advance of posting. No changes by the Employer shall be made in the schedule once it is posted without prior agreement with the employee(s) concerned.
- (b) Employees may exchange working days and off days with other qualified employees providing that such requests are submitted in writing to the Employer and approved by the Employer in writing. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of overtime premiums.
- 13.02 The Employer shall endeavour to arrange shifts so that each full time employee shall be scheduled at least every weekend off. For the purposes of this article, a weekend is considered to be a Saturday and Sunday. This article shall not apply in cases of emergencies, employees' requests or exchange of shifts by employees in accordance with Article 12.01 (b).
- 13.03 The Employer will endeavour to schedule employees for no more than five (5) consecutive working days except for employee requests in accordance with Article 13.01 (b).
- 13.04 Employees shall not be required to work more than two (2) different shifts (i.e. day, evening) in any seven (7) days period and shall have a break of at least twelve (12) hours between shifts, unless mutually agreed otherwise.
- 13.05 For the purpose of defining weekends, holiday pay, etc., the parties agree that the shift commencing at 11 p.m. shall be considered the first shift of the working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours are actually worked.
- 13.06 If an employee reports to work at the regularly scheduled time for their shift and no work is available, such employee will be entitled to four (4) hours pay at the employee's regular rate provided that:
- (a) The employee was scheduled to work a minimum of four (4) hours.
- (b) The employee has not been previously notified by the Employer to the contrary;

- (c) If requested by the Employer, the employee shall perform for a minimum of four (4) hours such available work as the Employer may assign;
- (d) The employee has kept the Employer informed of his current address and telephone number;

This article shall be waived and not binding upon the Employer in case of any emergency such as fire and power shortage, etc. which disrupt the operation of the home, nor shall it apply to employees returning to work without notice after absence.

#### CALL-IN

- 13.07 (a) Employees' first commitment will be their scheduled shifts according to the posted schedule as per Article 12.01.
- (b) The Employer shall maintain a list of part-time employees who wish to be available for extra shifts. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. For each call-in, part-time employees will be called first on a rotational basis, until the shift or consecutive shifts are filled.
  - (c) Should there be an indication that the replacement required will be for an extended period of two (2) days or more, keeping in mind the continuity of care, those shifts will be offered as a block to one available part-time staff member, in order of seniority.
  - (d) Each call will be indicated on that part-time call-in sheet as to "worked", "no answer", "refused".
  - (e) Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis.
  - (f) "No answer" and "refused" shall be counted as "worked" for the purpose of call-in rotation.
  - (g) The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work, until such time as all employees that are available would be eligible for overtime pay.
  - (h) Nothing herein shall be construed as requiring the Employer to assign extra hours to any employee such that the employee shall receive overtime. In the event that no employee is available for the work to be performed, the employee lowest in overtime hours who is capable of performing the work will be required to work.

13.08 When an employee is called in to work within one-half ( $\frac{1}{2}$ ) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, the employee shall be paid as if the entire shift had been worked, provided they complete the shift for which they were called.

13.09 When an employee is "called back" after leaving the premises, they shall receive a minimum four (4) hours pay at the appropriate rate. All such "call back" hours worked shall be paid at the employee's regular rate, unless all or part thereof shall exceed the provisions of 11.02 (b).

#### ARTICLE 14 – JOB POSTING, HIRING AND TRANSFERS

14.01 (a) When a vacancy, other than noted in 14.01(b) or a new position is created the Employer shall provide the posting to the Unit Officer and the Vice President of Private via email and post the notice on a Union bulletin board for seven (7) calendar days. Such notice shall contain:

- (i) Classification, job description and qualifications; (Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner).
- (ii) The starting date of such a position;
- (iii) The program concerned;
- (iv) The shift to be worked and normal number of shifts per pay period;
- (v) Expected duration of a temporary position.
- (vi) Shall be sent via online platform.

(b) A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed eight (8) calendar weeks. Such temporary vacancies shall be posted and filled in accordance with the provisions of Article 14.01 (a) herein. The posting shall outline the anticipated conditions and duration of such vacancy.

After twenty-four (24) months from the first day of absence such temporary vacancy shall be posted as a permanent position and filled in accordance with Article 14.

- (c) Notwithstanding any other provisions of the Collective Agreement, in the event a temporary absence is expected to last the eight (8) weeks or less, the Employer shall fill such vacancy in accordance with seniority providing the employee has the necessary skills and qualifications.
- (d) The Unit Officer and the Local Union Office shall be notified via e-mail of all appointments, hirings, transfers and recalls of employment within fifteen (15) days of their occurrence.
- (e) No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

14.02 If a vacant position cannot be filled with employees that are employed, the Employer shall give preference to an employee on layoff, providing that employee is qualified to perform the work, and subject to the provisions of Article 10.01 (c), before hiring a new employee.

14.03 Applicants must notify **Human Resources** in writing before the end of the posting that they are interested in the vacant position. In the event two (2) or more employees apply, the Employer shall consider the qualifications, experience and ability of the applicants. Where these factors are equal, the applicant with the most seniority shall be considered to fill the vacancy. The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected.

For the purposes of this Article only, when a part time employee is transferred from part time to full time, they shall be granted seniority on the basis that 1820 hours paid is equal to one (1) year of seniority.

When a full time employee is transferred from full time to part time, one (1) year of seniority is equal to 1820 hours of part time seniority.

14.04 An employee selected to fill a temporary position shall return to their former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to their former position without loss of seniority. Under no circumstances shall the reversion of any staff to their former position become a grievable issue.

14.05 All original job vacancies and the first subsequent vacancy shall be posted. Vacancies arising out of the subsequent posting shall be filled at the discretion of the Employer. Such discretion shall not be unreasonably exercised.

14.06 When an employee transfers to a new job classification (at their request) the following shall apply:

- (a) On promotion an employee will move to the lowest step in the grid that provides for an increase in rate.
- (b) If the job is a lower rated classification, the employee will receive their current rate or the top rate of the new position, whichever is the lesser.

14.07 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, they shall be paid the rate in the higher paying classification immediately above their current rate from the commencement of the shift on which they were assigned the job.

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying classification in the bargaining unit, they shall be paid at their current rate.

14.08 The successful applicant for a posted vacancy, other than a temporary vacancy, shall be allowed a trial period of up to thirty (30) calendar days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

#### ARTICLE 15 – DISCHARGE, SUSPENSION AND WARNING

15.01 An employee who is attending a meeting which may result in discipline will be offered Union representation.

At the time formal discipline is imposed, the employee is entitled to be represented by the Unit Steward or the Steward if either of those persons is available without unreasonable interruption of client care. In cases of suspension or discharge, the Employer shall notify the employee of this right in advance. The Employer shall provide the employee and the Union with one (1) copy of any written disciplinary action including the details of the incident(s) complained of.

Should an employee not want a Union Representative to be present, they shall inform the Employer of their wishes and sign a statement to that effect. In such case, the Employer shall not be obligated to have a Union Representative present.

- 15.02 A claim by an employee that they have been unjustly disciplined shall be treated as a Grievance at Step 1 of the Grievance Procedure.

Within five (5) days of the Grievance being filed, the Executive Director shall arrange to meet with the Grievor, Unit Officer or designate, Vice President - Private Homes and CUPE National Representative and/or designates, and shall reply in writing to the Grievance within five (5) working days of the meeting. If the claim is not settled to the satisfaction of the Union, the Grievance shall be dealt with at Arbitration.

- 15.03 Any disciplinary notice of actions or any adverse report shall be removed from all of the Employer's records twelve (12) months from the date the original notice or report was filed provided no other notice or report has been filed since the date the original notice or report was filed. An employee shall have the right to make an appointment upon 48 hours notice, to the Program Manager or designate to have access to and review their personal file in the presence of the Program Manager or designate.

#### ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.01 The use of the Grievance Procedure shall be limited to matters which involve a question relating to the interpretation application or administration of this Collective Agreement. Grievances may be instituted by either the Employer or the Union, and submitted to either party in writing in Step I of the Grievance Procedure for a written response.

The parties to this Agreement recognize the stewards and the CUPE representatives as the agents through which employees shall process their grievances.

A steward shall be allowed a reasonable period of time to assist and accompany an employee in the presentation of a grievance where such grievance must be dealt with during working hours.

- 16.02 The reference to working days excludes Saturdays, Sundays and public holidays.
- 16.03 If a Grievance is not submitted within the time limits provided, it shall be deemed abandoned, however, time limits may be extended by mutual agreement of the parties.
- 16.04 An employee shall take up any complaint directly with the Program Manager within eight (8) working days of the event upon which the complaint originated. Should any employee not want a Union Representative to be present, they shall inform the Program Manager of their wishes and sign a statement to that effect. Such statement **will** be forwarded to the union **by Human Resources** within 5

working day. In such case the employee shall not be obliged to have a Union Representative. The Program Manager shall give their reply in writing within five (5) working days.

Failing satisfactory settlement, the grievance procedure shall apply.

#### 16.05 Step 1

If the reply is considered to be unsatisfactory by the grievor, the Steward or Unit Officer may submit the grievance in writing to **Human Resources or Designate**. The written grievance signed by the grievor shall state the nature of the grievance, identify the provisions of this agreement, which the grievor believes have been violated and indicate the redress sought.

**Human Resources** or designate shall arrange a meeting with the Vice President - Private Homes or designate and Unit Officer or designate within five (5) days to hear the Grievance. The grievor and the CUPE National Representative shall have the right to attend this Step 1 meeting.

The decision of **Human Resources** or their designate shall be given to the Union, in writing, within five (5) days following this meeting.

Should **Human Resources** or their designate fail to render their decision as required in Step 1, or failing settlement at Step 1, the Grievance may be referred to Arbitration within fifteen (15) days of receipt of the **Human Resources** or their designate's decision in accordance with Article 16.

16.06 A "Group Grievance" or "Policy Grievance" is defined as a single grievance, signed by a Steward or a CUPE Representative on behalf of a group of employees who have the same complaint or on behalf of the bargaining unit in the case of a Policy Grievance. Such a grievance must be dealt with within the grievance procedure, commencing with Step I. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

#### 16.07 Mediation

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

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

ARTICLE 17 – ARBITRATION

- 17.01 Failing settlement of any individual, group or policy grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request is received within thirty (30) working days after the decision at Step No. 2 is given, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.
- 17.02 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second (2<sup>nd</sup>) of them, to agree upon a third (3<sup>rd</sup>) person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third (3<sup>rd</sup>) person as Chairperson within ten (10) days after the appointment of the second (2<sup>nd</sup>) one (1) of them, then either party may request the Office of Arbitration of the Province of Ontario to appoint the third (3<sup>rd</sup>) member and the Chairperson of the Board of Arbitration.
- 17.03 Sole Arbitrator
- Either party may propose that a matter proceeding to arbitration be heard by a single arbitrator. If both parties agree, they will submit names of arbitrators in order to select a mutually agreeable person. In such circumstances, the time limits as outlined in Article 16.01 will apply.
- 17.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 17.05 Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 17.06 The Arbitration Board shall hear and determine the subject of the grievance and shall assess the issues in dispute according to the merits and shall make whatever disposition it deems just and equitable, and the Arbitration Board shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it.

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make presentation.

- 17.07 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrated.
- 17.08 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give a decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the board, but if there is no majority, the decision of the Chairperson shall govern.
- 17.09 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 17.10 Any grievance involving the interpretation or application, administration or alleged violation of this agreement which has been disposed of at arbitration, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- 17.11 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the workplace to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the home.
- 17.12 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half (½) of the expenses and fees of the Chairperson.
- 17.13 Notwithstanding the arbitration procedure outlined above, a grievance after the second (2<sup>nd</sup>) step in the grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act*.

ARTICLE 18 – NO STRIKES OR LOCK-OUTS

18.01 In view of the orderly procedure established by the agreement for the settling of disputes and the handling of grievances, the parties agree that, during the lifetime of this Agreement, and while negotiations for a renewal agreement are taking place, the Union shall not permit or encourage any strike, and the Employer shall not lock out any of its employees.

18.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the present *Ontario Labour Relations Act* of R.S.O. 1995 as amended.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 The Employer may grant a leave of absence without pay for good and sufficient reasons provided that the Employer receives at least four (4) weeks advance notice in writing (except in emergency situations) and that such leave may be arranged without undue inconvenience to the normal operations of the program. When applying for a leave of absence, the employee must notify the Employer of the date of departure and the date of return. The employee's request for a leave of absence and the Employer's response to the request shall be in writing. The granting of a leave of absence shall be at the discretion of the Employer, but this discretion shall not be unreasonably exercised.

19.02 Employees who are on leave of absence will not engage in gainful employment elsewhere unless mutually agreed by the employee and the Employer.

19.03 An employee who overstays their leave of absence shall be considered to have terminated employment, unless they have obtained permission from the Employer in writing or provided the Employer with a satisfactory explanation.

19.04 Leaves of absence shall not be granted to probationary employees. Unless stated otherwise in this Agreement, an employee on leave of absence shall not receive or accrue any benefits.

19.05 Employees on such leave of absence will accrue benefits only to the end of the month in which the leave of absence commences. Benefits will commence to re-accrue and be paid from the date of return to employment following such leave of absence.

19.06 The employee may approach the Employer to discuss opportunities to participate in benefit plans while on leave of absence provided the employee pays the full cost of the benefit premiums while on such leave of absence.

19.07 The Employer shall grant up to twenty (20) days leave of absence, without pay, per calendar year between a maximum of two (2) employees at any one time to attend Union conventions/conferences, seminars, education classes or other Union business, provided such leave may be arranged without undue inconvenience to the normal operations of the program and the needs of the clients. The Union will make every effort to provide the Employer with at least fourteen (14) working days' advance notice.

ARTICLE 20 – PAID DAYS

20.01 Paid days with pay, as applicable, will be granted to seniority employees upon prompt request to the Employer with the information requested by the Employer and as follows:

- (a) Full time employees will have a maximum of eighteen (18) paid days to be used in any given year **on a prorated annual basis**. Such paid days will include sick days. Employees may carry over a maximum of seven (7) paid days to the next year but, in any given year there will be a maximum of twenty-five (25) paid days available for use, including sick days. There will be no cash out of unused paid days.
- (b) Part Time employees who have regularly scheduled shifts will have a maximum of five (5) paid days in any given year **on a prorated annual basis**. Such paid days will include sick days. Part time employees may carry over a maximum of three (3) paid days to the next year but, in any given year there will be maximum of eight (8) paid days available for use, including sick days. There will be no cash out of unused paid days.

20.02 No paid days shall be paid if a third (3<sup>rd</sup>) party is paying income allowance (e.g. Workers' Compensation, insurance pay for injuries suffered in an automobile accident).

20.03 If an employee is unable to report for work, they shall give the Employer a minimum of four (4) hours notice. In case of day shift work, this time element shall be at least two (2) hours prior to the commencement of the shift.

20.04 An employee who is off work due to a paid day for a short term must inform the Employer at least four (4) hours in advance of their scheduled shift that they will return to work. In case of a long term absence, they must inform the Employer at least five (5) working days in advance of their scheduled shift.

Short term absence in this Article shall mean one (1) to four (4) days.

Long term absence in this Article shall mean five (5) days or longer.

20.05 For the purpose of calculation of paid day usage, the normal daily hours of work will be considered a paid day.

20.06 Personal days can be taken as requested and approved by the Employer with the following limitations unless otherwise mutually agreed:

- a) with as much prior notification as possible
- b) cannot be taken in conjunction with vacation

#### ARTICLE 21 – MATERNITY LEAVE

##### MATERNITY, ADOPTION LEAVE

21.01 The following in part reflects the provisions of *The Employment Standards Act* on these matters. In all cases of dispute and where *The Act* as amended from time to time is superior, the provision of *The Act* will prevail.

- (a) An employee who is pregnant or who adopts a child is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for the payment of above E.I. benefits.
- (b) The employee shall normally give the Employer written notice of at least two (2) weeks in advance of the intended date of commencement and four (4) weeks in advance of the intended date of completion of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's statement of the estimated date of delivery.
- (c) Where an employee intends to return to work sooner or later than the original date, they shall give the Employer at least four (4) weeks written notice in advance. Maternity or adoption leave may be extended beyond the seventeen (17) week period when recommended and certified by a medical doctor.
- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer; no less than 30 days prior. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job.

- (e) All employees who filled vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

#### PARENTAL LEAVE

- 21.02 Employees are entitled to a parental leave of up to eighteen (18) weeks. If the employee is the mother, this leave must be taken consecutive with the maternity or adoption leave. If the employee is the father, parental leave must commence no later than thirty-five (35) weeks from the date of birth or adoption of the child. In all cases of parental leave, the employee must give at least two (2) weeks written notice of the intended date of commencement and four (4) weeks written notice of the date of completion of the leave, and if the employee intends to return sooner than the original date, the early return to work shall be subject to at least four (4) weeks written notice to the Employer. There shall be no payment by the Employer to an employee on parental leave.
- 21.03 Employees on such leave of absence will accrue benefits only to the end of the month in which the leave of absence commence. Benefits will commence to re-accrue and be paid from the date of return to employment following such leave of absence. Employees will accrue seniority throughout the maternity leave. Seniority accrued during maternity leave shall apply for purposes of lay off, recall, promotion consideration, etc.; but shall not apply for economic benefit, e.g. vacations.

#### ARTICLE 22 – BEREAVEMENT LEAVE

- 22.01 Any employee who is bereaved of a spouse, parent, step-parent, child, step-child, brother, **step-brother**, sister, **step-sister** or grandchild or step-grandchild shall be granted a leave of absence of up to five (5) days with pay.

Any employee who is bereaved of a grandparent, father-in-law, mother-in-law, brother-in-law, or sister-in-law shall be granted a leave of absence of up to three (3) days with pay.

Any employee who and is bereaved of an Aunt or Uncle shall be granted a leave of absence of one (1) day with pay.

- 22.02 Where an employee does not qualify under the conditions noted in Article 22.01, the Employer may grant a paid bereavement leave in full or in part.

Notwithstanding this, where the employee is not able to attend the funeral, they shall receive a leave of absence in accordance with Article 22.01.

- 22.03 Bereavement pay shall apply only to days upon which the employee was scheduled to work.
- 22.04 Employees may be granted flexibility to distribute the bereavement leave over (2) two occasions, not exceeding their entitlement above, in order to accommodate a future funeral/celebration of life date. It is understood that if the employee requests to divide the leave, this request must be made to the employees manager at the time of the first request and agrees to take the second leave within six (6) months timeframe.
- 22.05 Bereavement leave as defined in Article 22.01, which falls during a vacation period will not be counted as vacation.
- 22.06 An employee may request additional bereavement leave without pay for any additional period that they wish to be absent from work, to attend established cultural practices such as headstone moving, tribal feast, special family bereavement and Clan tribal requests related to bereavement.

#### ARTICLE 23 – JURY DUTY

- 23.01 If an employee is required to serve as a juror in any court of law, the employee shall not lose regular pay because of such attendance, provided that the employee:
- (a) Notifies the Program Manager or designate immediately on the employee's notification that they will be required to attend at court;
  - (b) Presents proof of service requiring the employee's attendance; and
  - (c) Deposits with the Program Manager or designate an official receipt stating the full amount of compensation received, excluding the mileage travelling and meal allowance.

#### ARTICLE 24 – EDUCATION LEAVE

- 24.01 (a) Where an employee is required by the Employer to take course(s) to upgrade or acquire new employment qualifications, the Employer shall pay the full cost of the employee's tuition, textbooks and supplies. The employee will be paid at his regular rate for all such hours spent in travel and classroom time, provided that they were already scheduled to work during those hours. Under no circumstances shall such time be compensable at an overtime rate. Lieu time instead of pay shall be provided to the employee who takes the course under the circumstances

described above while on otherwise authorized time off, e.g. vacation, scheduled day off, etc.

- (b) An employee may apply for leave of absence to their Program Manager with pay to attend workshops, seminars, courses which are employment related. The Employer, at its discretion, may grant leave, and may pay part or all of the employee's reasonable expenses incurred while in attendance at such events, provided they are employment related.

#### ARTICLE 25 – WORKPLACE SAFETY & INSURANCE BOARD

25.01 Where an employee is absent due to illness or injury that is compensable by Workplace Safety & Insurance Board, the following shall apply:

- (a) The Employer shall continue to pay his share of the premiums of any and all health and welfare benefits for the month in which the absence commences and for the following eleven (11) months, provided the employee first remits their share of the benefit premiums to the Employer by the fifteenth (15<sup>th</sup>) of the prior month.
- (b) A full-time or part-time employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of a claim for Workers' Compensation, may apply to the Employer for sick leave under the Employer's sick leave plan up to the employee's accumulated entitlement. Such sick leave payments shall be reimbursed to the Employer if the employee secures Workers' Safety Insurance Board benefits, and such reimbursement amounts will be credited to the employee's sick leave bank.
- (c) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this agreement during any absence covered by Workers' Compensation except where specified otherwise.
- (d) If the anticipated length of an absence due to a compensable accident is of eight (8) weeks duration or more, the Employer will fill the vacancy in accordance with the job posting procedure in this Agreement.
- (e) If an employee returns to work within a two (2) year period, they shall regain their former job classification or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace the employee with the least seniority in the classification to which the former is returning.

- (f) The Employer agrees to provide the Union and the employee who is off work as a result of a work-related injury with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to the WSIB.

ARTICLE 26 – VACATION AND VACATION PAY

26.01

Qualifying Years	Full-Time Employees	Part-Time Employees
More than 6 months but less than one	One week (4%)	4%
1 year but less than 2 years	Two weeks (4%)	4%
2 years but less than 5 years	Three weeks (6%)	6%
5 years but less than 10 years	Four weeks (8%)	8%
10 years but less than 15 years	Five weeks (10%)	10%
15 years or more	Six weeks (12%)	12%
23 years or more	Six weeks (12%) plus One (1) day for each completed year of service after twenty-three years of service, not to exceed five (5) additional days	12%

- 26.02 (a) The vacation year matches the Employer's fiscal year. It is considered to begin on April 1 and extend to March 31.
- (b) Vacation pay is calculated at the applicable pay percentage over the employee's gross earnings as defined by *The Employee Standards Act*.
- (c) Vacation pay earned shall be paid out to each part-time and casual employee as part of the bi-weekly payday deposit.
- (d) Vacation for full time employees will be scheduled according to 26.02 and will not be paid out.

26.03 When two (2) or more employees request the same vacation time off, seniority shall be the determining factor, provided the senior employee has requested a time during the posting period as stated in Article 26.02 (a). After the end of the posting period as specified, vacation shall be allocated on the basis of first come, first serve.

26.04 The Employer **will notify the employees of approval of vacation** no later than May 31st. These schedules shall not be changed except with the consent of the Employer, and the employee(s) affected.

26.05 (a) Vacation pay is calculated at the applicable percentage over the employee's gross earnings as defined by *The Employment Standards Act*.

(b) Vacation pay earned shall be paid out to each part-time and **relief (zero hour)** employee as part of the bi-weekly payday deposit.

26.06 When an employee's employment is terminated for any reason, full payment for vacations earned but not taken shall form part of such employee's termination pay. **Conversely, if they have used more than they have earned, the same will be deducted from their last pay.**

26.07 When an employee makes a request electronically for time off, the Employer shall respond to the request electronically within three (3) working days of receipt of the request.

26.08 Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which 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 more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

26.09 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 22.01

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's

vacation credits.

ARTICLE 27 - HOLIDAYS

27.01 All employees shall be entitled to the following holidays paid at regular rates. They will include:

New Year's Day	Family Day
Good Friday	Easter Sunday
Victoria Day	Canada Day
Civic Holiday	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day
Christmas Day	Boxing Day
Float Day - (to be taken by mutual agreement)	

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

27.02 An employee who works on a paid holiday shall be paid at the rate of one and one half (1½) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday. Instead of receiving regular wages for the holiday, such an employee if the employee so requests may be given a day off with pay in lieu thereof to be scheduled by mutual agreement within a period of eight (8) weeks after the holiday. Failing agreement the Employer may either schedule the lieu day or pay an additional day's pay.

27.03 If a paid holiday occurs on an employee's regular day off or during the employee's vacation period, the employee will receive an additional day's pay or exercise the in lieu option as under Article 27.02.

27.04 (a) An employee shall not be entitled to holiday pay unless they report for work on their last scheduled shift before the holiday and on their first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by the Program Manager or if they are ill on one of the qualifying days and produces an appropriate doctor's certificate.

(b) No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, they shall only receive holiday pay. If an employee is absent on a paid holiday when scheduled to work, they shall forfeit all pay for the day unless such absence is due to illness or injury. The Employer may require an appropriate medical certificate to substantiate such illness or injury.

- 27.05 An employee shall not be entitled to a paid holiday unless they have worked four (4) days during the four (4) weeks immediately preceding the holiday.
- 27.06 An employee may be scheduled to work on Christmas Day of one year or New Year's Day of the next year, but not on both of these holidays unless the employee consents. If an employee has worked on Christmas Day or New Years Day, the Employer shall make every effort not to schedule them for Christmas Day or New Years Day the following year.

ARTICLE 28 – ON CALL/MILEAGE COMPENSATION

- 28.01 This clause applies only to **maintenance classification**.

Persons assigned on call shall be compensated in the amount of **one-hundred and forty dollars (\$140.00)** per week (seven consecutive days).

While on call, an employee must be readily available when requested to travel to provide service outside the employee's normal hours of work and, in such cases, will be paid the equivalent to a minimum of three (3) hours pay—**for all hours that fall between 4:30 pm and 11:59 pm of their daily rate. For all hours that fall between 12:00 a.m. and 6:00 a.m. a minimum of 3 hours paid at time plus one half.**

- 28.02 Effective date of ratification, the parties agree that the mileage allowance for all employees shall be paid at the rate of **sixty (\$60)** per kilometer effective from the date of ratification.

These amounts are exclusive of parking costs.

AUTO DAMAGE AND SOILING

- 28.03 The parties agree that this clause shall apply exclusively to employees who transport a **client** in their personal vehicle, and whereas the application of this agreement requires the employee to have transported the **client** of services in accordance with the requirements of the employer,

The parties agree as follows:

1. In the event of damage to a staff member's vehicle as a direct result of transporting a client, the staff member shall notify the **Team Lead or designated** within 24 hours of the occurrence and complete an Unusual Occurrence Report Form.
- 2.

- a. **In the case of vehicle damages**, the employee shall provide two written estimates of the cost for conducting the required repairs, and
  - b. Prior to having repairs performed the employee must obtain written approval to proceed with the repairs from the employer. The employer shall not unreasonably withhold or delay the granting of such approval, and
  - c. The employer shall have the unfettered right to select the preferred service provider to perform the repairs from the estimates provided by the employee, and
  - d. The employee shall be reimbursed for approved repairs within a reasonable period of time upon the employee presenting a paid invoice for the work performed to the employer, and
3. **If damage results of soiling or bodily fluids, vermin, parasites (which includes but not limited to bedbugs, cockroaches, etc.) the employee shall seek immediate authorization for the cleaning or repair from their supervisor of the damage limited to the area soiled or damaged. The employer shall have the right to designate a preferred vendor**
  4. Should the Employer elect to pursue the consumer of services for reimbursement of damages they caused the employee shall provide evidence as regards names, addresses and particulars of the event in support of the Employer's action, and
  5. The employee shall make themselves available to be a witness in any proceedings, which are commenced by the employer.

#### ARTICLE 29 – INSURED BENEFITS

29.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost at the single or family rate for the following group insurance plans for full-time employees who have completed their probationary period:

- (a) A term life insurance plan equivalent to two times the annual salary to a maximum of \$150,000 for each member; an equal amount of accidental death and dismemberment insurance, dependant life insurance of five thousand dollars (\$5,000) for spouse and two thousand and five hundred (\$2,500) for children.
- (b) Vision Care – Effective **April 1, 2024 \$400** every 24 months with **\$200** of the total paid directly by the Employer upon provision of receipts.

- (c) **Eye exam- Effective date of ratification \$125.00 every 24 months with up to \$50.00 of the total paid directly by the Employer upon provision of receipts.**
- (d) **One hundred percent (100%) of the premium cost of an extended health care plan including a drug plan with no deductible and semi-private hospital coverage and a basic dental plan with no deductible.**
- (e) **Long term disability insurance providing income protection at a level of sixty percent (60%) of an employee's salary to a maximum of four thousand dollars (\$4,000) per month. The LTD insurance coverage is to begin at the one hundred and twentieth (120<sup>th</sup>) day of disability with benefits to age 65.**

Details of the above benefits are found in the benefit booklets provided by the Employer to each insured employee.

29.02 A person normally entitled to insurance coverage, who is on maternity leave or on a leave of absence due to illness or injury, shall continue to be eligible for insurance coverage for the period outlined in Articles 19.06, 21.03, 25.01 (a) as applicable. Employees whose illness or maternity leave continues with the Employer's approval beyond the coverage herein provided shall be permitted to continue coverage at their own expense, for a period of up to twelve (12) months. Employees must submit the total amount of the premium(s) by the fifteenth (15<sup>th</sup>) of the month prior to the Employer, or the Employer will drop the coverage and the employee will not be entitled to insurance coverage until they return to work.

29.03 Employees who are covered by plans in existence at the place of employment of their spouses may select one or more benefits that are not included in the spouse's coverage.

#### ARTICLE 30 – PENSION PLAN

30.01 The Pension Plan established for seniority employees will include a three (3) per cent contribution of an employee's regular salary by the Employer and a three (3) per cent contribution of the employee's regular salary by the employee.

30.02 Part time employees may opt out of this plan if they indicate that desire in writing at the end of the conclusion of their probation period. Only at their anniversary date can they choose to opt in if their desire changes.

ARTICLE 31 – WORKPLACE HEALTH & SAFETY

31.01 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- a) Provide and maintain a safe and healthy workplace;
- b) Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- c) Comply with all duties and responsibilities under the Occupational Health and Safety Acts may be amended from time to time.

31.02 Worker Safety

While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee, Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to increase the Health and Safety standards in the workplace.

ARTICLE 32 – DURATION AND RETROACTIVITY

32.01 This Collective Agreement shall be in effect from April 1, 2024 and shall continue in full force and effective until March 31, 2026 and for further periods of one (1) year, unless notice shall be given by either party, of the desire to delete, change or amend any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date.

32.02 Retroactivity on the basis of all hours paid to all employees who worked in the period subsequent to the expiry of the predecessor Collective Agreement. Any such employee who has left the employ of the Employer is to be notified at their last known address on file with the Employer and must respond within thirty (30) days of the date of such notice in order to maintain their eligibility. Employees who remain in the employ of the Employer are to be paid their retroactivity on a separate cheque within thirty (30) days of the date hereof.

Signed electronically this 6<sup>th</sup> day of February 2025.

FOR GATEWAY RESIDENCE OF NIAGARA  
INC.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

Shelly Montean  
Shelly Montean (Feb 6, 2025 08:43 EST)

Cathy Pirson  
Cathy Pirson (Feb 6, 2025 10:34:11)

Tanya Bouchard  
Tanya Bouchard (Feb 6, 2025 10:34:11)

Linda D'Addario  
Linda D'Addario (Feb 6, 2025 14:30:15 EST)

Nilakandan Janatiraman  
Nilakandan Janatiraman (Feb 6, 2025 14:30:15 EST)

[Signature]  
[Signature] (Feb 6, 2025 14:30:15 EST)

[Signature]  
[Signature] (Feb 6, 2025 14:30:15 EST)

Sandra Manning-Todd  
Sandra Manning-Todd (Feb 6, 2025 14:30:15 EST)

M. Reayna  
M. Reayna (Feb 6, 2025 14:30:15 EST)

[Signature]  
[Signature] (Feb 6, 2025 14:30:15 EST)

*[Handwritten mark]*

SCHEDULE "A" – CLASSIFICATIONS AND HOURLY RATES

**April 1 2024 to March 31,2025 Gateway Union Wage Grid**

<b>Classification - Union Positions</b>	<b>Start Wage</b>	<b>Year 1</b>	<b>Year 2</b>
Housing Support Worker	\$25.09	\$26.62	\$28.46
Residential Support Worker	\$25.09	\$26.62	\$28.46
Outreach Worker	\$25.09	\$26.62	\$28.46
Life Skills Worker	\$22.37	\$23.93	\$25.19
Personal Support Worker	\$22.37	\$23.93	\$25.19
Support Worker	\$22.37	\$23.93	\$25.19
Landlord Engagement	\$27.13	\$28.66	\$30.50
Mental Health & Addiction Worker	\$28.10	\$29.54	\$32.68
Community Treatment Order Worker	\$28.10	\$29.54	\$32.68
Nurse RPN	\$33.67	\$34.78	\$35.90
Maintenance	\$21.05	\$22.10	\$23.16

**April 1 ,2025 to March 31,2026 Gateway Union Wage Grid**

<b>Classification - Union Positions</b>	<b>Start Wage</b>	<b>Year 1</b>	<b>Year 2</b>
Housing Support Worker	\$25.59	\$27.15	\$29.03
Residential Support Worker	\$25.59	\$27.15	\$29.03
Outreach Worker	\$25.59	\$27.15	\$29.03
Life Skills Worker	\$22.82	\$24.41	\$25.70
Personal Support Worker	\$22.82	\$24.41	\$25.70
Support Worker	\$22.82	\$24.41	\$25.70
Landlord Engagement	\$27.67	\$29.24	\$31.11
Mental Health & Addiction Worker	\$28.66	\$30.13	\$33.33
Community Treatment Order Worker	\$28.66	\$30.13	\$33.33
Nurse RPN	\$34.34	\$35.48	\$36.62
Maintenance	\$21.47	\$22.55	\$23.63

**April 1, 2026 to March 31, 2027 Gateway Union Wage Grid**

<b>Classification - Union Positions</b>	<b>Start Wage</b>	<b>Year 1</b>	<b>Year 2</b>
Housing Support Worker	\$26.11	\$27.70	\$29.61
Residential Support Worker	\$26.11	\$27.70	\$29.61
Outreach Worker	\$26.11	\$27.70	\$29.61
Life Skills Worker	\$23.27	\$24.90	\$26.21
Personal Support Worker	\$23.27	\$24.90	\$26.21
Support Worker	\$23.27	\$24.90	\$26.21
Landlord Engagement	\$28.23	\$29.82	\$31.73
Mental Health & Addiction Worker	\$29.24	\$30.73	\$34.00
Community Treatment Order Worker	\$29.24	\$30.73	\$34.00
Nurse RPN	\$35.03	\$36.19	\$37.35
Maintenance	\$21.90	\$23.00	\$24.10

LETTER OF UNDERSTANDING #1

BETWEEN:

GATEWAY RESIDENTIAL AND COMMUNITY SUPPORT SERVICES OF NIAGARA INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263

RE: SECRETARY OR CLERK

Pursuant to Article 2.01, in the event a person is hired to act as Secretary or Clerk to the Executive Director handling confidential matters, including Labour Relations matters for that position, such person shall not be a member of the Bargaining Unit.

Signed electronically this 6<sup>th</sup> day of February 2025.

FOR GATEWAY RESIDENTIAL AND COMMUNITY SUPPORT SERVICES OF NIAGARA INC.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263

Shelley Howes  
Shelley Howes Feb 6, 2025 15:24 (EST)

Colby Pison  
Colby Pison Feb 6, 2025 15:24 (EST)

Tanya Bouchard  
Tanya Bouchard Feb 6, 2025 15:24 (EST)

Linda D'Adda  
Linda D'Adda Feb 6, 2025 15:24 (EST)

Muhammad Zamkiran  
Muhammad Zamkiran Feb 6, 2025 15:24 (EST)

Samira  
Samira Feb 6, 2025 15:24 (EST)

Laura Ryan  
Laura Ryan Feb 6, 2025 15:24 (EST)

Samira Mallette-Todd  
Samira Mallette-Todd Feb 6, 2025 15:24 (EST)

M Seayre  
M Seayre Feb 6, 2025 15:24 (EST)

AS HUBB  
AS HUBB Feb 6, 2025 15:24 (EST)

JRCB

LETTER OF UNDERSTANDING #2

BETWEEN:

GATEWAY RESIDENTIAL AND COMMUNITY SUPPORT SERVICES OF NIAGARA INC.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263

RE: WAGE REOPENER

Information on any and all new funding available will be provided to the union. A meeting between the parties, will be arranged as soon as possible, to discuss any new funds, by LHINS or potential funding sources, specifically ear marked for wages. Any new funds will be paid to all employees in the Bargaining unit as may be agreed between the parties.

Signed electronically this 6<sup>th</sup> day of February 2025.

FOR GATEWAY RESIDENTIAL AND COMMUNITY SUPPORT SERVICES OF NIAGARA INC.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263

Shelly Monahan  
Shelly Monahan (Feb 7, 2025 14:41 EST)

Carly Pison  
Carly Pison (Feb 7, 2025 14:51 EST)

Tanya Bouchard  
Tanya Bouchard (Feb 8, 2025 14:34 EST)

Linda D'Addario  
Linda D'Addario (Feb 7, 2025 14:30 EST)

N. Kantar Janakiraman  
N. Kantar Janakiraman (Feb 7, 2025 14:34 EST)

[Signature]  
[Signature] (Feb 7, 2025 14:30 EST)

Laura Ryan Hill  
Laura Ryan Hill (Feb 7, 2025 14:34 EST)

[Signature]  
[Signature] (Feb 7, 2025 14:30 EST)

A. Beaudry  
A. Beaudry (Feb 7, 2025 14:34 EST)

[Signature]  
[Signature] (Feb 7, 2025 14:30 EST)

[Signature]