

Collective Agreement

Between

Community Living Kincardine & District
(The Employer)

And

Canadian Union of Public Employees
and its Local 3315
(The Union)

From: April 1, 2025, To: March 31, 2027

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to facilitate and encourage a high caliber of service to those persons the Employer is committed to assist by:
- a) establishing and maintaining harmonious relations and settled conditions of employment;
 - b) promoting and encouraging efficiency of operations;
 - c) ensuring safe working conditions;

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Union is the sole bargaining agent of all employees of the Employer in Kincardine, Ontario, save and except program supervisors, persons above the rank of program supervisor, persons employed on a government contract basis, office, and clerical staff.

2.02 Definitions:

- a) A regular employee is other than part-time.
- b) A part-time employee is an employee who works less than 30 hours per week.
- c) A relief employee is an employee who is not regularly scheduled to work, but available to be scheduled for work or call-in to replace regular and part-time employees.
- d) A salaried employee is an employee who is paid bi-weekly an amount equal to the expected hours of work, without regard for the total hours actually worked in the pay period.

For the purposes of this agreement a day or a day's pay shall be defined as 1/5 of the average weekly hours of each employee.

ARTICLE 3 - NO DISCRIMINATION

3.01 There will be no discrimination, interference, restriction, or coercion exercised or practiced upon any employee by reason of their membership, non-membership, or activity in the Union.

3.02 The parties agree to abide by the Ontario Human Rights Code.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, assign, promote, demote, retire, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided the same is exercised in accordance with this Agreement;
 - c) Determine in the interest of efficient operation and highest standards of service, classification, hours of work, work assignments, methods of doing the work, and the location for any service and the standards of performance for all employees;
 - d) Make and enforce and alter from time-to-time rules and regulations to be observed by all employees;
 - e) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, and the increase or the reduction of personnel in any particular area.
 - f) The Employer, the Union and all employees agree to abide by the *Occupational Health & Safety Act*.

ARTICLE 5 - UNION SECURITY

- 5.01 During the term of this Agreement, Union dues shall be deducted from the pay of each employee. Such dues shall be an amount set out in writing by the Union. Deductions shall be made from each pay cheque (bi-weekly) and shall be forwarded to the Local Secretary/Treasurer of the Union no later than the fifteenth (15th) day of the month following the month for which such deduction is made. The payment will be accompanied by a record of those employees from whom deductions have been made.
- 5.02 The Union will indemnify the employer and save it harmless from any and all claims or demands which are made to it by any employee as a result of any action taken by the Employer pursuant to the provisions of this article.
- 5.03 The total amount of Union dues deducted will be shown on the T-4 income tax form.

- 5.04 The Union shall advise the Employer, in writing, of the amount of dues to be deducted and at least one month before any change in the amount of deduction.
- 5.05 There shall be no solicitation for membership, or other Union activities on or about any premises of the Employer, except as specifically permitted by this Agreement.
- 5.06 Volunteers, students, co-op students and parents of supported persons who provide assistance to the Employer on a paid or unpaid basis shall not perform work of the bargaining unit where such work in itself will result in a layoff of bargaining unit employees.
- 5.07 The Employer agrees that no bargaining unit member will be laid off as a result of their work being contracted out. The parties acknowledge that self-directed funding arrangements in existence as of ratification are not covered by this article.
- 5.08 The Employer shall provide the Union and employees with at least twenty (20) working days' notice of layoffs as defined in Article 16.01. The Employer shall meet with Union, if requested, within five (5) working days of the notice to discuss the layoff(s) and means of avoiding the layoff(s).
- 5.09 An employee in a classification shall not be removed from that classification solely on the basis that the Employer requires different qualifications for that classification.
- 5.10 Work of the Bargaining Unit
Employees excluded from the bargaining unit shall not perform work of the bargaining unit, where such work in itself will result in a layoff of bargaining unit employees.

ARTICLE 6 – CONTACT INFORMATION

- 6.01 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), work e-mail and, if available, personal e-mail.

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 Union contact design by the Local Executive on an annual basis.

ARTICLE 7 - UNION REPRESENTATIVES

- 7.01 The Union shall appoint or otherwise select three (3) Stewards, one of which may be a relief staff, to assist employees with grievances. Stewards shall be employees of the Employer who have completed the probationary period. Stewards shall not suffer a loss of pay while attending grievance meetings with the Employer when it is during the employee's working hours on the premises of the Employer. The Local Union President may function as a Steward in the event no Steward is immediately available.
- 7.02 The Union will inform the Employer in writing, the names of Stewards and their areas of responsibility. The Employer shall not be required to recognize any representative until properly informed by the Union.
- 7.03 It is agreed that the Steward shall continue to perform their regular work in order to maintain efficiency of operations. However, in accordance with this understanding, should they be called upon to assist employees in presenting grievances during regular working hours, they will not leave their work without first obtaining the permission of their immediate Supervisor. It is further agreed that the Steward shall not enter another Department without first obtaining permission of the Supervisor of such Department and notifying the Supervisor of the personnel involved. Upon completion of their duties the Steward shall return to work and report to their immediate Supervisor. The Employer reserves the right to limit the time spent in assisting in the handling of a grievance if it deems the time to be excessive. As far as possible, Stewards shall assure all their Union activities are carried out outside their working hours, unless otherwise mutually arranged.
- 7.04 (a) The Employer shall recognize a Union Negotiating Committee comprised of three (3) members of the bargaining unit plus the National Representative from CUPE. The Employer agrees to compensate two (2) members of the Negotiating Committee at their regular straight time hourly rate for time lost from regular scheduled working hours while meeting with the Employer to negotiate renewal of this Collective Agreement.
- (b) No employee negotiating committee members shall be required to report to work on negotiation days provided that direct negotiations take place for any part of such days.

ARTICLE 8 - GRIEVANCE PROCEDURES

- 8.01 A grievance is an allegation, in writing, by an employee, or by a Party to this Agreement, that there has been a violation in the interpretation, application, of the terms of this Agreement.
- 8.02 An employee grievance does not exist until the employee affected has first discussed their complaint with their Supervisor and given the Supervisor an opportunity to adjust the complaint. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

- a) If the matter is not resolved as a result of the initial discussion, the affected employee may, within a period of five (5) working days of the actual occurrence of the event which gives rise to the grievance submit their grievance in writing to the Supervisor by handing such written grievance to the Supervisor. If the Supervisor of the program is not available, the Grievance will be given to another Supervisor, the Executive director, or a member of the Administration staff. A written grievance shall be as set out in 7.07.
- b) The Supervisor shall meet with the grievor within five (5) working days of the submission. The employee may request the assistance of a Steward.
- c) The decision of the Supervisor shall be given in writing within five (5) working days of the meeting.

Step 2

- a) If the employee is not satisfied with the result of Step 1, they may within five (5) working days of date of the reply, submit the grievance by physically handing it to the Executive Director or sending it by registered mail to the Executive Director
 - b) The Executive Director will meet with the grievor and a Steward.
 - c) The decision of the Executive Director will be given in writing within five (5) working days following the meeting.
- 8.03 a) A written grievance may be originated by; the Employer, or the Union, provided the issue is not one which could have been grieved by an individual employee. The grievance shall be in accordance with 7.07 and must be exchanged between the Executive Director and a Steward, within five (5) working days of the circumstances which gave rise to it.
- b) The Party receiving the above grievances shall give its decision in writing within five (5) working days of receipt.
- 8.04 The above time limits may be extended only by mutual agreement in writing.
- 8.05 The Parties shall share equally the necessary facilities for grievance meetings.

- 8.06 No grievance shall be defeated or denied by any format or technical objection, other than those provided by this Agreement.
- 8.07 A written grievance shall bear the name of the grievor, the nature of the grievance, when it occurred, the article(s) alleged to be violated, the corrective measures suggested as a remedy, and the date of presentation of the grievance. An employee grievance must be signed by a Steward and the grievor.
- 8.08 The term working day shall mean Monday to Friday inclusive, except where Monday or Friday is a recognized holiday.
- 8.09 If the parties are not able to reach a settlement following a Stage 2 grievance, they may agree to request a Grievance Mediation Officer (GMO). The GMO selected will be based on agreement between the parties. The cost of the GMO will be shared equally between the Union and the Employer.

ARTICLE 9 - ARBITRATION PROCESS

- 9.01 Failing settlement of any grievance under the foregoing procedure, or any question as to whether an issue is arbitrable, may be referred to arbitration by either Party, within fifteen (15) working days of the final answer of the grievance procedure.
- 9.02 When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other Party to this Agreement under the provisions of Section 44 or 45 of the Labour Relations Act of Ontario, R.S.O. 1980.
- 9.03 A Board of Arbitration or sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.04 No person employed by either of the Parties or who has been involved in an attempt to negotiate or settle the particular grievance concerned may be appointed as an appointee.
- 9.05 The decision of the majority of the members of the Board shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.
- 9.06 Each party shall pay its own expenses, including pay for witnesses, and the expense of its appointee, and one half (1/2) of the cost of the Chairman or sole Arbitrator.

ARTICLE 10 – DISCIPLINE

- 10.01 In the event that an employee is discharged, the employee shall be notified in writing. Such notice shall be forwarded to the Union if so requested by the employee in writing.
- 10.02 When the Employer finds it necessary to discharge an employee, a Steward if immediately available, shall be present unless the employee directs the Steward otherwise.
- 10.03 An employee grievance alleging unjust discharge shall be filed at Step 2 of the Grievance procedure within three (3) days of the discharge.
- 10.04 The employer agrees to remove any letter of discipline from an employee’s file after eighteen (18) months have elapsed from the time of issuance, providing there has been no further similar occurrences during this time frame.

ARTICLE 11 – COMMUNICATIONS

- 11.01 A bulletin board, no larger than 18 x 24 inches, will be made available at each program site. The location of each bulletin board shall be determined by the program supervisor. The Union may post general notices consistent with the spirit, intent and purpose of this agreement. Any posting shall be signed or initialed by the Local Union President.
- 11.02 An employee, upon request to the Director, shall have the right of access, under direct supervision, to their personnel file, except information from references. Information from references shall only be released to an employee on the condition that the source of the reference has provided permission.

ARTICLE 12 - CORRESPONDENCE

- 12.01 All correspondence between the parties will be directed as follows:

Union: Secretary of the Local
Employer: Executive Director

ARTICLE 13 - PREGNANCY LEAVE

- 13.01 An employee shall be eligible for maternity, paternity or adoption leave consistent with the Employment Standards Act.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 a) An employee may be granted leave of absence without pay, and without loss of seniority accumulated to the commencement of the leave, provided in the Employer's opinion the reason for and the duration of such leave contribute to and do not impair efficient operation. Such request will be made in writing at least three (3) weeks in advance, stating the reason, anticipated duration, proposed date of commencement and proposed date of return to work.
- b) If the leave of absence is less than one month in duration the employee shall not suffer any loss of insured benefits and shall have no adjustment made to their service date.
- 14.02 a) In the event of the death in the immediate family of a seniority employee, leave of absence of five (5) consecutive working days with pay shall be granted for the purpose of grieving, making funeral arrangements or the arrangements for the equivalent memorial service and/or attending the funeral or the equivalent memorial service. Immediate family as defined as: current spouse, child, father, mother, sister, brother.
- b) In the event of the death in the family of a seniority employee a leave of absence of three working days with pay shall be granted for the purpose of attending the funeral. Family is defined as: grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, Step parents, step children, step siblings, aunt or uncle.
- c) Bereavement leave shall be paid provided the employee would otherwise have been at work and shall commence to run on the day following the death of the deceased. Pay for bereavement leave shall be the scheduled hours the employee would otherwise have worked. The Employer may require proof of circumstances in order to justify granting the above leave.
- d) Where a memorial event for which bereavement leave in this Article 16 would otherwise be available occurs at a time that is more than one (1) week after the date of death of the deceased, the impacted employee may request to defer up to two (2) days of their bereavement leave to be used at the time of the memorial event, subject to proof of the date of the event corresponding with a date that is the employee's regularly scheduled day of work.
- 14.03 a) Leave of absence without loss of seniority to an employee other than relief who serves as a juror or is subpoenaed as a crown witness shall be granted. The Employer shall pay the employee the difference between their normal earnings and the payment they receive for jury service or witness, excluding payment for expenses. The employee must present proof of service and the amount of payment received.

- b) The employee is required to notify the Employer as soon as possible of selection for jury duty or crown witness.
- 14.04 a) Upon written request to the Employer, at least three (3) weeks in advance, an employee elected or appointed to represent the Union, may, provided efficient operation continues, be allowed leave of absence without pay but no loss of benefits or seniority, subject to the following conditions:
- 1) Leave will not be granted to more than two (2) employees at any one time. Only one employee from each program shall be granted leave at one time.
 - 2) The maximum amount of leave will be a total of fifteen (15) employee-days in any fiscal year.
- 14.05 a) If a regular employee is on leave as allowed for in Article 18.04, the Employer shall continue to pay the premium for insured benefits.
- b) If an employee works ten (10) days or less in a month, as a result of a leave of absence, the employee may continue coverage for insured benefits provided they pay the total cost of premiums to the Employer, monthly in advance.

ARTICLE 15 - NO STRIKE NO LOCKOUT

15.01 During the term of this Agreement, the Union agrees that there shall be no strikes, slowdowns or stoppages of work, either called by or permitted by the Union. The Employer agrees that there shall be no lockouts. Strike shall mean “sympathy” strikes, slowdown or stoppage of work, picketing, boycott or any act intended to limit or restrict delivery of service to the people who receive support from CLKD.

ARTICLE 16 – SENIORITY

- 16.01 Seniority is defined as the length of continuous service in the employ of the Employer upon completion of the probationary period. Experience is the amount of time in days, months and years a seniority employee has performed for the Employer in their current position.
- 16.02 All newly hired regular employees will be considered probationary for the first three months of work. All newly hired employees other than regular employees will be considered probationary for the lesser of six months or sixty-five days worked. Following completion of the probationary period, the employee’s seniority date shall be the last date of hire. The dismissal or lay-off of a probationary employee will be at the sole discretion of the Employer and shall not be the subject of a grievance.

- 16.03 The Employer shall maintain a seniority list showing the current classification and the seniority date of each employee. A seniority list will be posted on bulletin boards on or about December 31 of each year.
- 16.04 An employee shall lose all seniority and the employment relationship shall be deemed to be terminated if:
- a) they are discharged for just cause and not reinstated;
 - b) they resign;
 - c) they are laid-off in excess of twelve (12) months.
 - d) they are laid off and fail to return to work within two (2) work days after they have been sent notice so to do by the Employer by registered mail to their last known address;
 - e) they do not return to work following an approved leave of absence on the appointed day, unless an explanation satisfactory to the Employer is provided;
 - f) they have been absent without permission for two (2) consecutive working days, unless an explanation satisfactory to the Employer is provided;
 - g) they use a leave of absence for other than the specified purpose.

16.05 Employee Address and Telephone Number

It is the duty of all employees to notify the Employer of any change in their address or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach such an employee.

- 16.06 A relief employee shall no longer be considered an employee as a result of five (5) consecutive failures to accept work in a call-in. This will not include failures to accept work on a statutory holiday as covered in Letter of Understanding #1. A relief employee may inform the Employer of a lack of availability, not to exceed 30 days in a 12-month period, so as to reduce failures to report beyond the control of the employee. Failures to accept work does not include being scheduled to work in another program.

ARTICLE 17 - LAY-OFFS AND RECALLS

- 17.01 Permanent layoffs shall be based on seniority, provided that each employee retained is fully qualified, and immediately able to perform the work available. It is understood that a lay-off is defined as a permanent loss of six (6) hours or more for more than five (5) consecutive work days as per the employee's schedule.
- 17.02 Employees shall be recalled in the order of their seniority, provided that the employee is fully qualified, and immediately able to perform the work that has become available.

17.03 Laid-off employees may elect to continue pre-existing participation in insured benefit plan through direct payment of the full premium cost in advance, for up to twelve (12) months from the commencement of the lay-off.

ARTICLE 18 – PROMOTIONS

18.01 When a permanent vacancy occurs at, or a new position is created in the bargaining unit, the Employer shall post notice of the position on the main bulletin board for a period of five (5) working days. Interested seniority employees shall make expression of interest through a written application to the appropriate Supervisor during the posting period. The Employer shall have the right to fill the vacant position on a temporary basis not to exceed 6 weeks or in the case of a pregnancy leave the duration of the pregnancy leave.

18.02 The Parties recognize:

- 1) the principle of promotion within the service of the Employer, provided the employee has the qualifications and ability to meet Employer requirements; and
- 2) that job opportunity increases in proportion to length and quality of service, provided the employee has the qualifications and ability to meet Employer requirements.

18.03 In filling of vacancies and selection of applicants the Employer shall consider the following factors:

- 1) seniority and
- 2) skill, ability, training and qualifications to perform the work required.

Where in the Employer's opinion factor 2 is equal between two or more applicants then seniority shall be the determining factor.

18.04 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) days worked (or equivalent, 480 hours worked). Conditional on satisfactory service, such trial promotion shall become permanent after the above trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee declares herself unable to perform the duties of the new job classification, they shall be returned to their former classification and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former classification and salary without loss of seniority.

18.05 Professional Colleges

There will be no requirement for any bargaining unit member to become a member of College unless required by a ministry directive, regulation, or legislation.

- 18.06 Membership and/or non-membership in the College will not be a matter of discipline nor a consideration in firing or being a successful applicant for a position or promotion unless membership in the College or accreditation by the College is required by a Ministry directive, regulation, or legislation.

ARTICLE 19 - GENERAL

- 19.01 The Employer will continue to provide the current “professional” liability insurance while employees are performing their assigned duties.

- 19.02 An employee who is legitimately unable to report to work because of winter weather conditions, shall not lose any scheduled hours pay, such payment shall be limited to 3 days per year and shall be paid only when the Employer is satisfied of the reason for absence.

In the event there is time lost for winter weather conditions beyond three (3) days per year, an employee can elect to use vacation or lieu time or elect to take the time without pay.

- 19.03 The activities of each employee outside of working hours shall promote a positive image of the Employer and clients. Any action or activity which impairs or detract from the image of the clients or Employer may result in discipline.

- 19.04 The information and particulars of the employee’s knowledge of the client and Employer shall be held in strict confidence. Failure to maintain the confidential nature of this information may result in discipline.

19.05 Travel Vehicle Insurance

- a) Travel allowance shall be \$0.55 per kilometer. Expense claims may be submitted at any time provided there is a minimum claim of \$10.00. All claims for any current fiscal year (April 1 to March 31) must be submitted prior to the end of that fiscal year.
- b) Employees will be required to demonstrate that they have sufficient insurance and a valid driver’s permit, where driving and personal vehicle use is required for their position.
- c) 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/or clients in their personal vehicles during and as a condition of

employment, this additional requirement shall also be included on the job postings and/or job description.

- d) 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 added coverage is required and will obtain a valid quote from their insurer for this added coverage. If added coverage is not required, employees will request a written waiver from their insurer signifying that added coverage is not required to use their personal vehicle for work-related purposes.
- e) The Employer agrees to provide all employees who drive their own vehicle in the course of the performance of their responsibilities who have chosen to procure enhanced third party liability automotive insurance for a minimum of \$2,000,000.00 or been required by their insurer to procure a 6A rider insurance in relation to driving people supported, with reimbursement for up to \$100.00 per calendar year for the cost of such enhanced insurance, subject to proof of payment and insurance from the employee. Newly hired probationary employees will be reimbursed upon successful completion of the probationary period only.

19.06 Meal Reimbursement

The Employer agrees to reimburse employees for meal expenses while engaged in the Employer's business away from their regular place of work or in attendance at conferences, with prior approval, to the following maximum accounts:

Breakfast - \$15.00
Lunch - \$20.00
Dinner - \$25.00

Employees shall provide receipts for such expenses with requests for reimbursement to be reimbursed by the end of the next pay period.

19.07 An employee may exchange shifts with another employee provided that:

- (i) it does not result in overtime;
- (ii) the Employer has given prior approval to the exchange; and
- (iii) the exchange is within the same pay period.

19.08 Employee/Employer Relations Committee

The parties agree to establish an Employee/Employer relations committee consisting of equal representation of at least three (3) bargaining unit representatives and three (3) management representatives (of which there will not be more than one (1) representative from the same program). A quorum shall be two (2) management and two (2) bargaining unit representatives. Either party may bring in an additional resource person. The committee shall meet at least every two (2) months upon written request. The chair and minute taking responsibilities will rotate between a Union and a management person. All agenda items will be submitted to the chair one week prior to the meeting. Approved minutes less identifying information will be posted at each program site.

The Employer agrees to discuss with the EERC the required qualifications of any new job classification.

19.09 If an employee wishes to leave work early due to weather conditions the following will apply:

- 1) The time will be taken as lieu time, vacation or unpaid Leave of Absence (the employee will provide written notification that they did leave early by the next working day and must specify how they are taking the time off).
- 2) The employee's absence will not impair the efficient and safe operation of the program.

19.10 Health and Safety Committee

A Joint Health and Safety Committee shall be established, comprised of three (3) union representatives selected by employees and an equal number or less of Employer representatives. The Committee shall meet on a monthly basis (or such other frequency as may be mutually agreed) at a mutually agreed upon, prescheduled date and time. All time spent attending Committee meetings shall be considered time worked.

Health and Safety and Pension Plan Proposals

The employer shall agree to a serious review of both proposals during the term of the Collective Agreement, including a presentation by CUPE on the Multi Sector Pension Plan.

ARTICLE 20 – TRAINING

20.01 Information regarding training courses which are likely to be of interest to employees, will be posted as the information becomes available.

ARTICLE 21 – PAY

21.01 Wages will be paid in accordance with Schedule “A”.

21.02 When an employee will be on vacation on a normal pay day, they will receive their vacation pay in advance, provided they make a written request at least two (2) weeks prior to the commencement of the vacation.

21.03 Pay for Hourly

Hourly paid employees who are formally appointed through a letter of appointment or contract to a higher paid position for the period of two or more consecutive full shifts, will be paid the higher rate for such full shifts.

ARTICLE 22 – SCHEDULING

22.01 Surplus Staffing

In the event it is necessary to send an employee home prior to the end of a scheduled shift for which they have already reported or to temporarily reduce scheduled hours within a workplace and/or program and having regard for client continuity of care, ability to perform the work and suitability, the schedule of hours will be protected in the following priority: Primary Counsellor, Counsellor, Relief. If the choice is between two employees in a class of work as above the least senior will experience the loss of hours

ARTICLE 23 - HOURS OF WORK AND OVERTIME

23.01 The following sections are intended to define the normal hours of work but shall not be interpreted as a guarantee of or limitation upon hours of work per day or week, or days of work per week.

23.02 For employees regularly assigned to Group Homes authorized hours in excess of 44 hours shall be considered overtime. For all other employees authorized hours worked in excess of 40 shall be considered overtime.

23.03 An employee who works overtime hours as set out above, shall be entitled to compensating time off, on a time and one half for time basis, as arranged with the appropriate Supervisor.

23.04 In the event a salaried employee works in excess of the scheduled hours the hours in excess shall be accumulated on a time for time basis and shall be distributed as compensating time off as arranged with the appropriate supervisor. Hours worked by a salaried employee in excess of 40 hours, and in the case of Group Home staff 44 hours in a week, shall be accumulated on a time and one-half for time basis and shall be distributed as compensating time off as arranged with the appropriate

supervisor. A salaried employee is an employee who is paid bi-weekly an amount equal to the expected hours of work, without regard for the total hours actually worked in the pay period. It is the intention of the parties to limit individual accrual of overtime. Such employee who has an overtime accrual shall with their supervisor prepare and implement a mutually agreed plan to eliminate the overtime accrual during the current fiscal year.

- 23.05 The Employer will endeavor to grant employees two (2) consecutive days off per week with every second weekend off having due regard to the efficiency of operations and the needs of the person(s) supported.
- 23.06 Employees on night shift shall be paid the day rate for any pre-approved awake hours.
- 23.07 The Employer shall provide three (3) weeks' notice of any changes to employees' shift schedule except where the changes are due to the absence of another (other) employee (employees) for any reason.
- 23.08 An employee who receives a paid lunch may be required to remain on the premises of the Employer and schedule his/her lunch break in such a way so as to ensure a continuous support of the supported person(s) or do other necessary work as is required at the time.
- 23.09 Call-ins
Notwithstanding Article 16.01, the Employer agrees to the following procedure for the purposes of call-ins which include but not be limited to vacation, sick leave and any additional hours. First offered to permanent part-time staff under 30 hours on a seniority basis; secondly offered to relief on a seniority basis; thirdly offered to permanent regular staff (30-34 hr.) on a seniority basis; fourth to permanent regular (35-40 hr.) staff on a seniority basis.

ARTICLE 24 - REPORTING ALLOWANCE

- 24.01 If an employee reports for work at the regularly scheduled time for their shift and no work is available, such employee will be assigned other work or be entitled to a minimum of one-half (1/2) the scheduled hours pay at the employee's regular rate, but will receive no less than a minimum of 3 hours pay or actual hours worked, whichever is greater, however where there is a surplus staff, and the employee is given the option of staying on for three hours or leaving and the staff opts to leave, the staff opting to leave shall receive pay for the time actually worked only.

ARTICLE 25 - VACATIONS WITH PAY

- 25.01 The “vacation year” will be from January 1 to December 31.
During the “vacation year”, an employee will earn credit for vacation with pay based on their seniority, as other than a relief employee, with the Employer as of December 31 of the “vacation year” just completed.
- 25.02 For regular employee’s vacation entitlement and payment in each “vacation year” shall be as follows:
- less than one (1) year of seniority; .833 days per month to a maximum of ten (10) days. Payment: four (4) percent of earnings during the vacation year.
 - more than five (5) years of seniority as other than a relief employee; fifteen days (15) days payment of 6% of earnings during the vacation year and one day for each year thereafter to a maximum cumulative total of twenty-five day’s payment at 10% of earnings during the previous year.
- 25.03 For part-time employees’ entitlement and pay for vacation time shall be prorated on the basis of the seniority, as other than a relief employee, as set out above.
- 25.04 If a paid holiday falls within an employee’s vacation period, they shall be allowed an additional day of vacation attached to that period. Vacation shall not accumulate and shall be taken within the current or next subsequent “vacation year.”
- 25.05 Employees who become ill during a scheduled vacation period shall notify the employer to be put on sick leave and can reschedule their vacation entitlement at a later date. Such employee will provide a certificate signed by a duly recognized medical doctor on the first day of the sickness that verifies the illness in order to be entitled to such sick leave or modified work.
- 25.06 Employees shall provide the Employer two (2) months written notice of their preferred vacation period. The allocation vacations shall not impair the efficiency of operations in a department (Residential, Day Program, SIL and Family Support). The final decision concerning schedules of vacations resides with the Employer.
- 25.07 Staff requesting vacation without two (2) month’s notice must satisfy the following conditions:
- 1) the request shall not impair the efficiency of operation in the department;
 - 2) the employee must submit their request in writing;
 - 3) a qualified replacement acceptable to the employer at the replacement’s regular rate of pay shall be found by the employee requesting vacation, if required. It is understood that the replacement must be determined by the call-in procedure agreed upon by the parties.
- 25.08 The employer will pay out remaining vacation pay to Relief employees once per year.

ARTICLE 26 - PAID HOLIDAYS

- 26.01 (a) Eligible regular employees shall receive the following holidays with pay: New Year's Day, Labour Day, Good Friday, Thanksgiving, Victoria Day, Canada Day, Christmas Day, Civic Holiday, Boxing Day, Easter Monday and Family Day.
- (b) Eligible part-time employees shall receive the following holidays with pay: New Year's Day, Labour Day, Good Friday, Thanksgiving, Victoria Day, Canada Day, Christmas Day, Boxing Day and Family Day.
- (c) A salaried employee required to work on a recognized holiday shall be granted time off on a time and one half for time worked basis. Others will be paid according to the *Employment Standards Act*.
- 26.02 To be eligible for holiday pay an employee must have completed probation and must work fully both the last scheduled day immediately prior to the day and the first scheduled day immediately following. Pay for a recognized holiday shall be one fifth of the average earnings for the previous 13 weeks.

ARTICLE 27 – SICK LEAVE

- 27.01 On January 1 of each year all seniority Employees with more than one year seniority shall be granted 12 days sick leave for the next year. Illness will require a satisfactory doctor's certificate, if requested by the Employer, provided that an employee will not be required to produce a medical certificate to substantiate their eligibility for the first three (3) days of sick leave taken in a calendar year. These days shall be non-cumulative. Employees who have not completed probation as of January 1 shall accumulate 1 day of sick leave per month of service. These days may be used to accommodate the needs of children under 13 years of age. Implementation of this provision in 1991 will be on a pro-rata basis for the balance of the calendar year. Entitlement will be calculated on the number of full months following the date of ratification.
- 27.02 Employees shall be entitled to carryover unused sick days to a maximum of three (3) days per year and a total maximum of fifteen (15) days sick pay banked at any time above the annual allotment.
- 27.03 Accommodation
In the event an employee is absent from work for a period of an unknown duration and longer than 1 week, such employee will be scheduled to work following 1 week's written notice of availability to return to work.
- a) The Employer and the Union recognize their responsibilities to accommodate employees under the Ontario Human Rights Code. The parties are committed to a consistent, fair approach to meeting the needs of workers with disabilities and returning them to work where possible without undue hardship.

- b) To that end, the parties agree to cooperate to facilitate the return to work of employees experiencing medical restrictions, either WSIB-related or non-WSIB-related, up to the point of undue hardship.
- c) The Employer and the Union agree that ongoing and timely communication by all participants in the process is essential to the success of the process.

ARTICLE 28 - INSURED BENEFITS

- 28.01 The Employer will continue to make premium payments for participating regular employees. The Employer's sole obligations in relation to such benefits shall be to pay such premiums and the Employer shall not be liable for providing any benefits contemplated by available benefit plans under any circumstances. In general, these benefits include:
- a) Life Insurance - Further information related to eligibility and entitlements can be found here: **RWAM Insurance**
 - b) Extended Health Care Plan, including "out of country coverage" (see Appendix A for changes)
In 2010 an increase in paraprofessional maximum from \$500.00 per professional to \$750.00 per professional.
 - c) Long Term Disability - Further information related to eligibility and entitlements can be found here: **RWAM Insurance**
 - d) 100% premium of dental to cover 80% of dentist's fees. (see Appendix A for changes)
- 28.02 Employees working more than 29 hours per week may elect to participate in these benefits, the Employer contribution to premiums shall be prorated based on the hours worked by the employee.
- 28.03 The Employer may, at any time, substitute another carrier, provided the same level of benefits are maintained and there is no interruption in coverage. The employer agrees to provide at least 60 days' notice to the union prior to a change in Carriers and will disclose a copy of the new Benefit booklet and Master Policy.
- 28.04 The Employer agrees to pay the premiums to cover all bargaining unit employees under the *Workplace Safety and Insurance Act*.
- 28.05 Whereas the parties have agreed to integrate the Employer's drug plan with Ontario Trillium Drug Plan in order to cover any insured individual's drug costs above

\$10,000 and whereas the parties want to ensure the integration of the plans provide seamless coverage to employees and their dependents:

Therefore, the parties agree as follows:

- a) Employees will be eligible for reimbursement from the Employer's current plan in effect at the time of this Agreement, up to \$10,000 annually in prescription drugs per insured individual (the "Annual Maximum").
- b) In order to accommodate insured individuals who may require prescription drugs over the Annual Maximum, the Employer has integrated the plan with Ontario's Trillium Drug Plan (OTDP).
- c) Employees approved for OTDP and having met their Annual Maximum may submit their prescriptions drug expense receipts to the Employer up to the level of their quarterly Trillium deductible, which the Employer will then reimburse to the employee within 15 days of submitting the documentation.
- d) The Employer will facilitate an advance to an employee who requires financial assistance to cover the quarterly deductible. However, in doing so, the Employer cannot guarantee anonymity of the member, as employees in the Finance and HR departments will need to be involved to advance the funds.
- e) Once the employee has reached their Trillium Deductible, their pharmacists will submit prescription drug expenses to Trillium directly and will be reimbursed directly by Trillium.
- f) Employee who require the use of drugs outside of the standard Trillium drug listing will be required to apply under Trillium's Exceptional Access Program.
- g) Employees are responsible to proactively complete the Trillium application in order to avoid delay in approval. The Employer and the Union, at the employee's direction will assist and advise the employee in completing the Trillium application.
- h) Employees are encouraged to coordinate their benefits with their spouse's group benefit plan if applicable. In doing so, there may not be a requirement for the Trillium Plan.
- i) The Parties will develop a procedure for applying and assisting members or family members with the application process or any assistance dealing with the Ontario Trillium Drug Program (OTDP). This will include but not limited to developing a schedule of dates to apply and submit documentation to OTDP.
- j) Any cost associated with the completion of any forms required by OTDP or the Exceptional Access Plan or any other program sponsored by OTDP, will be paid by the Employer.

ARTICLE 29 – RRSP

29.01 RRSP Contribution

\$600.00 per year for full time employees \$300.00 per year for part time employees

The Employer will continue to make available, in the form of voluntary participation, a group registered retirement savings plan which shall be funded through payroll deductions.

The Employer will contribute six hundred dollars (\$600.00) per year for each Full-time employee and three hundred dollars (\$300) per year for each part-time employee to the RRSP, for employees who register for same.

ARTICLE 30 – HEALTH AND SAFETY

30.01 Health and Safety

The Health and Safety of employees, and people who receive support is held in high regard and as such the Parties recognize that it is the responsibility of all to make all reasonable efforts to ensure safe practices. The Employer and the Union agree to establish a Joint Health and Safety Committee as required and defined by the *Occupational Health and Safety Act*. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the local union membership. The Employer, the Union and the employees shall abide by the provisions of the *Occupational Health and Safety Act*. The parties agree that the Union plays an important role in health and safety in the workplace. The Union members of the Joint Health and Safety Committee may invite a CUPE National Representative to attend Joint Health and Safety Committee meetings as a guest to observe Committee business. The Union shall provide the Employer with 48 hours' notice of the attendance of such Representative at a Joint Health and Safety Committee meeting. Recommendations of the Health and Safety committee shall be given careful consideration within a reasonable time frame as it relates to the obligations and the responsibilities of the Employer, the Union and the employee under the Occupational Health and Safety Act as amended from time to time.

30.02 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

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

30.03 While recognizing the Employer’s legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of supported individuals, 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 reduce the potential for violence in the workplace.

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement shall be binding and remain in effect from April 1, 2025 to March 31, 2027, shall continue in full force and effect from year to year thereafter unless written notice of intention to terminate or amend the Agreement is given by either Party to the other Party not more than ninety (90) days and not less than thirty (30) days before the date of its termination.

31.02 Any changes deemed necessary in this Agreement may be made by agreement between both Parties at any time during the existence of this Agreement.


Electronically signed via Adobe Acrobat Sign on this 17th day of December, 2025.

For the Employer

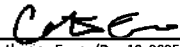
For the Union



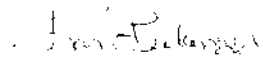
Andy Swan, Executive Director, CLKD



Julie Sharpe (Dec 18, 2025 23:08:58 AST)
Julie Sharpe, President - Local 3315



Catherine Evans (Dec 19, 2025 13:54:33 EST)
Catherine Evans, Assistant Director, CLKD



Fran Belanger, CUPE National Representative

Schedule A – Wages and Classifications

COMPENSATION

Effective April 1, 2025

Experience	Rating	Start	After 1 year	After 2 years	After 3 years
Group III	Professional	\$31.14	\$31.97	\$32.85	\$33.71
Group II	Primary Counsellor	\$30.78	\$31.51	\$32.24	\$32.98
Group II	Recreation Counsellor	\$30.78	\$31.51	\$32.24	\$32.98
Group I	Counsellor	\$27.15	\$27.74	\$28.37	\$29.01
OHR	Counsellor	\$17.00	\$17.56	\$18.15	\$19.20
	Relief	\$27.15			

1. Night shift hours from 11:00 PM to 7:00 AM shall be “sleep hours” and shall be paid \$21.32/hour for all Groups except OHR, OHR nights \$12.50/hr.
2. Student rates shall be as set out in the funding of each program.
3. No increase in wages were placed in year one and year two of the agreement.

Effective April 1, 2026

Experience	Rating	Start	After 1 year	After 2 years	After 3 years
Group III	Professional	\$31.64	\$32.47	\$33.35	\$34.21
Group II	Primary Counsellor	\$31.28	\$32.01	\$32.74	\$33.48
Group II	Recreation Counsellor	\$31.28	\$32.01	\$32.74	\$33.48
Group I	Counsellor	\$27.65	\$28.24	\$28.87	\$29.51
OHR	Counsellor	\$17.00	\$17.56	\$18.15	\$18.75
	Relief	\$27.65			

1. Night shift hours from 11:00 PM to 7:00 AM shall be “sleep hours” and shall be paid \$21.82/hour for all Groups except OHR, OHR nights \$12.50/hr.
2. Student rates shall be as set out in the funding of each program.
3. No increase in wages were placed in year one and year two of the agreement.

RRSP Contribution

\$600.00 per year for full time employees

\$300.00 per year for part time employees

Appendix A - Changes to Insured Benefits

Vision Care Benefits

- Program pays up to a maximum of \$300.00 every 24 months.
- Program pays up to \$150.00 towards eye exams every 24 months.

Dental Benefit

- Maximum payment of \$2,000.00 per participant in a calendar year.

Letters of Understanding

Letter of Understanding #1 – Relief Employees

Relief Employees- it is understood by the parties that relief employees are expected to fill in for absences related to statutory holidays. Unavailability shall result in termination if the Relief employee is unavailable for two such occasions in a contract year.

Letter of Understanding #2 – Training for Equivalency

The Employer agrees to work through the EERC to develop a process whereby staff could earn credits that would be deemed equivalent to the education requirements for the purposes of applying for internal postings.

Letter of Understanding #3 – Part-time staff on Relief list

Without prejudice a Part time employee as defined by Section 2.02 b of the Collective Agreement may choose to have their name added to the Relief call in list. An employee who chooses to do this will be paid at their regular rate when filling Relief shifts and will be subject to the same conditions as specified in Section 16.06 and the Letter of Understanding #1. Breach of these rules will result in the employer removing the employee's name from the relief list and will not affect their Part Time employment. The employee may choose to have their name removed from the list at any time and will only be added back to the list with the approval of management.

Letter of Understanding #4 - Additional Funding

In the event that the Ministry of Children, Community and Social Services (MCCSS) provides the Employer with new funding specifically earmarked for compensation items in excess of the cost to the employer of the negotiated compensation enhancements in this agreement, the Union and the Employer shall meet with the Union Negotiating Committee to negotiate the allocation of such funding, subject to any conditions MCCSS places on such new funding.

Letter of Understanding #5 - Employer Lobby and Central Collective Bargaining

The Employer agrees to continue to participate in lobbying the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobby will be for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

Letter of Understanding #6 - Third Party Liability

The Employer will pay the premiums for general liability coverage in its current form, or with coverage at least as generous as the current general liability coverage, for civil liability claims made by third parties against the Employer and its employees.

Letter of Understanding #7 - EERC Agenda

The Employer and the Union agree to review and discuss the following items at the Employer Employee Relations Committee (EERC):

- Core Competencies

Letter of Understanding #8 - Stuck Shifts

The parties recognize that that employees may be required to remain on shift after the end of their scheduled shift in circumstances where no other bargaining unit staff is available to relieve them (i.e. they are stuck on shift). The Employer will make good faith efforts to provide relief to staff in stuck shift circumstances.

Where an employee is required to remain on shift in the residential program, they shall be provided with a meal from the food within the home where they are required to remain on duty.

Where an employee is required to remain on shift in the residential program during a night shift to cover an overnight asleep shift, the employee will be permitted to sleep at the applicable overnight rate.

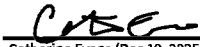
Where an employee is required to remain on duty beyond the end of their regularly scheduled shift and the employee is relieved from their stuck shift less than eight (8) hours prior to the start of their next regularly scheduled shift, the employer will make good faith efforts to re-assign the employee's next regularly scheduled shift to another employee.

Electronically signed via Adobe Acrobat Sign on this 17th day of December, 2025.

For the Employer



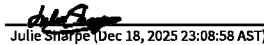
Andy Swan, Executive Director, CLKD



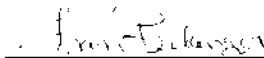
Catherine Evans (Dec 19, 2025 13:54:33 EST)

Catherine Evans, Assistant Director, CLKD

For the Union


Julie Sharpe (Dec 18, 2025 23:08:58 AST)

Julie Sharpe, President - Local 3315



Fran Belanger, CUPE National Representative

Final CA L3315 Kincardine ACL Exp Mar 31 2027

Final Audit Report

2025-12-19

Created:	2025-12-17
By:	Amy Briscoe (abriscoe@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaoyQCemTa5w0Z3DQY2a-dcyYxseOiQ

"Final CA L3315 Kincardine ACL Exp Mar 31 2027" History

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2025-12-17 - 5:28:26 PM GMT
-  Document emailed to Andrew Swan (aswan@clkd.ca) for signature
2025-12-17 - 5:28:36 PM GMT
-  Document emailed to cevans@clkd.ca for signature
2025-12-17 - 5:28:37 PM GMT
-  Document emailed to jools.sharpe@gmail.com for signature
2025-12-17 - 5:28:37 PM GMT
-  Email viewed by cevans@clkd.ca
2025-12-17 - 5:28:53 PM GMT
-  Email viewed by Andrew Swan (aswan@clkd.ca)
2025-12-17 - 6:50:32 PM GMT
-  Email viewed by jools.sharpe@gmail.com
2025-12-19 - 3:07:13 AM GMT
-  Signer jools.sharpe@gmail.com entered name at signing as Julie Sharpe
2025-12-19 - 3:08:56 AM GMT
-  Document e-signed by Julie Sharpe (jools.sharpe@gmail.com)
Signature Date: 2025-12-19 - 3:08:58 AM GMT - Time Source: server
-  Email viewed by Andrew Swan (aswan@clkd.ca)
2025-12-19 - 5:33:20 PM GMT

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2025-12-19 - 5:33:20 PM GMT

Document e-signed by Andrew Swan (aswan@clkd.ca)

Signature Date: 2025-12-19 - 5:35:53 PM GMT - Time Source: server

Signer cevans@clkd.ca entered name at signing as Catherine Evans

2025-12-19 - 6:54:31 PM GMT

Document e-signed by Catherine Evans (cevans@clkd.ca)

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Agreement completed.

2025-12-19 - 6:54:33 PM GMT