

# **COLLECTIVE AGREEMENT**

**- between -**

**COMMUNITY LIVING TORONTO**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2191**

**PART-TIME**

**April 1, 2024 to March 31, 2026**

## **Table of Contents**

<b>ARTICLE 1 – RECOGNITION .....</b>	<b>4</b>
<b>ARTICLE 2 – DISCRIMINATION .....</b>	<b>4</b>
<b>ARTICLE 3 – NO STRIKES OR LOCKOUTS .....</b>	<b>5</b>
<b>ARTICLE 4 – MANAGEMENT RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 5 – UNION SECURITY .....</b>	<b>6</b>
<b>ARTICLE 6 – UNION REPRESENTATION .....</b>	<b>7</b>
<b>ARTICLE 7 – GRIEVANCE PROCEDURE.....</b>	<b>9</b>
7.01 Definition of a Grievance .....	9
7.02 Step 1 .....	9
Step 2 10	
7.03 Policy Grievance .....	10
7.04 Group Grievance .....	10
<b>ARTICLE 8 – ARBITRATION .....</b>	<b>11</b>
8.03 Mediation.....	11
<b>ARTICLE 9 – DISCHARGE .....</b>	<b>13</b>
9.04 Disciplinary Action .....	13
<b>ARTICLE 10 – SENIORITY .....</b>	<b>14</b>
<b>ARTICLE 11 – JOB POSTING .....</b>	<b>16</b>
<b>ARTICLE 12 – LAYOFF .....</b>	<b>18</b>
<b>ARTICLE 13 – TERMINATION OF EMPLOYMENT.....</b>	<b>19</b>
<b>ARTICLE 14 – HOURS OF WORK.....</b>	<b>19</b>
<b>ARTICLE 15 – OVERTIME .....</b>	<b>20</b>
15.01 (a) Part-Time Support Worker I/II .....	20
15.05 Stuck Shifts .....	21
<b>ARTICLE 16 – HOLIDAYS .....</b>	<b>22</b>
<b>ARTICLE 17 – VACATIONS.....</b>	<b>22</b>
<b>ARTICLE 18 – LEAVE OF ABSENCE .....</b>	<b>23</b>
18.02 Pregnancy and Parental Leave .....	23
(a) Pregnancy Leave – (Includes Parental Leave for a Pregnant Employee) ..	23

(b) Parental Leave .....	24
<b>ARTICLE 19 – ANNUAL SALARIES.....</b>	<b>25</b>
<b>ARTICLE 20 – CALL-IN PAY .....</b>	<b>25</b>
<b>ARTICLE 21 – UNION LEAVES .....</b>	<b>26</b>
<b>ARTICLE 22 – PENSION PLAN.....</b>	<b>26</b>
<b>ARTICLE 23 – REIMBURSEMENTS.....</b>	<b>27</b>
23.02 Part-Time Support Worker I/II .....	27
<b>ARTICLE 24 – LEGAL.....</b>	<b>28</b>
<b>ARTICLE 25 – ORIENTATION .....</b>	<b>28</b>
<b>ARTICLE 26 – TRANSFER ORIENTATION.....</b>	<b>29</b>
<b>ARTICLE 27 – PROFESSIONAL DEVELOPMENT .....</b>	<b>29</b>
<b>ARTICLE 28 – GENERAL CONDITIONS.....</b>	<b>29</b>
28.08 Workload .....	30
<b>ARTICLE 29 – OCCUPATIONAL HEALTH &amp; SAFETY.....</b>	<b>31</b>
29.02 Responding to Declared Emergencies.....	31
<b>ARTICLE 30 – DURATION.....</b>	<b>31</b>
<b>SCHEDULE “A” .....</b>	<b>35</b>
<b>LETTER OF UNDERSTANDING – RELIEF/TEMPORARY STAFF.....</b>	<b>37</b>
<b>LETTER OF UNDERSTANDING – SUPPORT WORKER-IN-TRAINING .....</b>	<b>41</b>
<b>LETTER OF UNDERSTANDING – EMPLOYEE IN TRAINING PROGRAM.....</b>	<b>43</b>
<b>LETTER OF UNDERSTANDING – PART-TIME EMPLOYEES HOURS OF WORK ...</b>	<b>45</b>
<b>LETTER OF UNDERSTANDING – KYNDRYL / CELESTICA .....</b>	<b>46</b>
<b>LETTER OF UNDERSTANDING – LAY-OFF PROCESS .....</b>	<b>48</b>
<b>LETTER OF UNDERSTANDING – PRESIDENT CUPE LOCAL 2191 .....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING – JOB QUALIFICATIONS .....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING – VIOLENCE IN THE WORKPLACE.....</b>	<b>53</b>
<b>LETTER OF UNDERSTANDING – MANDATORY TRAINING .....</b>	<b>54</b>
<b>LETTER OF UNDERSTANDING – EMPLOYMENT EQUITY .....</b>	<b>57</b>
<b>LETTER OF UNDERSTANDING – SCHEDULING .....</b>	<b>59</b>
<b>LETTER OF UNDERSTANDING – CENTRALIZED BARGAINING.....</b>	<b>61</b>

## **ARTICLE 1 – RECOGNITION**

- 1.01 The Association recognizes the Union as the sole and exclusive bargaining agent for all employees employed by the Association in the City of Toronto, in classifications as set out in Schedule A, regularly scheduled for not more than twenty-four (24) hours per week including students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, office and clerical staff, persons employed pursuant to government work incentive programs and persons employed pursuant to specific government funding to meet the special needs of adults and children.
- 1.02 The term “employee” or “employees” as used in this Agreement, unless clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as defined in Article 1.01 above.
- 1.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work if such performance results in the demotion or lay-off of employees in the bargaining unit.
- 1.04 The Employer agrees not to contract out any work of the bargaining unit to any outside agency if it will directly result in the elimination of bargaining unit positions and consequent loss of employment for bargaining unit employees.

## **ARTICLE 2 – DISCRIMINATION**

- 2.01 (a) The Association and the Union agree that there will be no discrimination, intimidation, **harassment**, interference, restriction, or coercion exercised or practiced by any of its representatives or members with respect to any employee **by reason of their membership or activity in the Union, any reprisals, or any other reason covered by applicable legislation.**
- (b) The Union and the Association agree that there will be no Union activity of any kind on the Association’s premises except with the written permission of the Association or as specifically provided for in this Agreement.
- 2.02 The Association and the Union agree to abide by the provisions of the Human Rights Code, including a workplace free from discrimination and harassment on the grounds prohibited under the Human Rights Code.

### **ARTICLE 3 – NO STRIKES OR LOCKOUTS**

3.01 The parties to this Agreement recognize they have a responsibility to the people we support and the public for the continuance of uninterrupted service. In view of the orderly procedure established by this agreement, the Employer agrees that there will be no lockouts of the employees and the Union agrees that there will be no strikes, as defined in section 3.01 of the *Ontario Labour Relations Act* as amended from time to time during the life of the Collective Agreement.

Any employee participating in an illegal strike, may be subject to discipline or dismissal.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Union acknowledges and recognizes that the management of the Association and the direction of the working force are fixed exclusively with the Association and shall remain solely with the Association except as specifically 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 Association to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees provided that a claim of discharge without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;
- (d) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) Make and enforce and alter from time-to-time rules and regulations to be observed by all employees.

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

## **ARTICLE 5 – UNION SECURITY**

- 5.01 The Association, during the life of this Agreement as a condition of employment, shall deduct biweekly from each Employee in the bargaining unit, a sum equal to the Union dues as certified by the Union, and remit such sum by the 20<sup>th</sup> day of the following month to the National Secretary-Treasurer along with a list of employees in the bargaining unit, their Employee status, the amount of dues or equivalent monies currently being deducted for each Employee in the preceding month, and copy to the Local Secretary-Treasurer.
- 5.02 Union dues deducted from the pay of each Employee will be shown on the Employees' T-4 slip.
- 5.03 The Union shall notify the Association in writing of the amount of such dues from time to time and one (1) month prior to any change in the amount of said dues becoming effective.
- 5.04 The Union shall indemnify and save the Association harmless against all claims, demands, suits or other forms of liability that may arise out of any action taken or not taken by the Association for the purpose of complying with any of the provisions of this Article.
- 5.05 The Union will notify in writing the Association of the names of Officers and Representatives of Local 2191. This list will be revised when changes occur. The Association shall not be obliged to recognize such Officers or Representatives prior to receipt of said list.
- 5.06 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, personal telephone number, work e-mail and personal e-mail (if provided to the Human Resources).

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

The list will also indicate employee is on probation, as well as employees whose employment has been terminated.

The employee contact list will be updated and provided in an electronic spreadsheet to the Union contact designated by the Local Executive quarterly (4 times per year).

## **ARTICLE 6 – UNION REPRESENTATION**

6.01 The Association acknowledges the right of the Union to appoint or otherwise select from amongst employees who have completed their probationary period and who are covered by this Agreement, eight (8) Union Representatives whose areas of representation will be mutually agreed upon by the Association and the Union.

The function of these Union Representatives shall be to assist employees in their respective areas in the processing of any grievance which may properly arise under the provisions of this Agreement. The Association will recognize an alternate Union Representative from each of the above areas who may act in the absence of the regular Union Representative.

6.02 **The Association agrees to recognize a negotiating committee composed of up to six (6) representatives in total from CUPE Local 2191 to represent all Full-Time and Part-Time Bargaining Units. These representatives are required to have completed their probationary periods. Their function shall be to negotiate renewals of the Collective Agreements as provided for in Article 31. The Association agrees to compensate the negotiating committee representatives at the rate of one hundred percent (100%) their regular straight time hourly rate while meeting with the Association to negotiate renewals of the Collective Agreements, excluding any negotiations or mediation between the parties overseen by a conciliation officer or mediator appointed by the Ontario Labour Relations Board. The representatives will only be compensated up to those hours that would normally be paid for the respective shift. If additional hours are worked in their job classification in anyone (1) workday, as determined by the Association, time off at straight time will be provided. For each day while meeting with the Association to negotiate renewals of the Collective Agreement, the Union agrees to reimburse the Association compensation for one (1) Union representative.**

- 6.03 The Union recognizes and agrees that the Union Representatives have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the representative(s) during working hours to assist an employee in presenting their grievance. In accordance with this understanding, the Association agrees to compensate the Union Representative at their regular straight-time hourly rate for the time lost from their regular working hours while servicing grievances hereunder, provided that the Union Representative first obtains the permission of their supervisor before absenting themselves from their duties, which permission shall not be unreasonably withheld.
- 6.04 All correspondence between the Union and the Association, arising out of this Agreement or incidental thereto, shall pass to and from the designated Human Resources representative of the Association and the President of the Local Union.
- 6.05 The Union shall have the right to the assistance of a representative from CUPE to assist in matters dealt with in this Agreement. All requests by the representative for access to Association premises must be approved by the designated Human Resources representative prior to the visit and such approval will not be unreasonably withheld by the Association.

**6.06 Right to Union Representation**

**An employee will be advised by the Association that they have the right to request union representation at any meeting between the employee and the Association which may lead to discipline or discharge, to participate in the grievance process, or which meetings are for the purpose of following the workplace harassment procedure, accommodation or return to work.**

**6.07 Scheduling of Meetings**

**The Association shall make every reasonable effort to notify the employee in advance of the purpose meeting, so the employee can contact the Union. Meeting times will be sent to the employee by e-mail and the employee will communicate with the union to secure representation.**

**6.08 Waiver of Union Representation**

**In the event an employee declines union representation, the employer shall have the employee sign a union waiver form at the meeting to confirm their decision to waive union representation. A copy of the waiver shall be filed in the employee's file, and in the event of any dispute about whether the employee was offered union representation, a copy will be**

**provided to the union President, and Lead Steward.**

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 Definition of a Grievance**

Any complaint or grievance arising under this Agreement relating to the interpretation, application, or alleged violation of the Agreement.

It is the mutual desire of the parties to this Agreement that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until they have first discussed their complaint with their immediate Supervisor and allowed them an opportunity to settle the complaint. Failing settlement, at this step the, the grievance shall move to Step 1 of the Grievance Process.

The employee may decide to be accompanied by their Union representative **and is responsible for making requests to the union for representation directly, provided the Association has informed the employee of their right to union representation.** Requests for representation should be stated **by the employee directly to the union** in advance so that the employee's supervisor can be contacted by the Union to clear the Union representative involved.

Notwithstanding the foregoing, complaints and grievances concerning alleged Payroll errors may be submitted for consideration within **ninety (90)** days of the time from which the employee received the pay containing the alleged error.

Union Representatives may become involved in contentious meetings between an employee and a supervisor if requested by either party. Union Representatives will not be involved in everyday discussion between Supervisor and employee, nor in appraisal meetings. Where the employee subsequently informs the Supervisor that the contents of the appraisal may lead to a grievance, the normal procedure will be followed. If the intent of a meeting is disciplinary in nature the Association shall advise the employee prior to the commencement of the meeting. Requests for representation should be stated in advance so that the employee's supervisor can be contacted by the Union to clear the Representative involved.

### **7.02 Step 1**

As outlined above, the employee shall have the Union submit a written

grievance signed by the Union to the employee's immediate Supervisor within ten (10) working days of the circumstances giving rise to the grievance. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated, shall be set out in the grievance in the prescribed form. The employee, the union representative, and the Supervisor shall meet with the intention to resolve the grievance within seven (7) working days of the date that the grievance was submitted. The immediate Supervisor shall deliver their decision in writing within three (3) working days following the day on which the employee, the union representative, and the Supervisor met with the intention to resolve the grievance. Failing settlement, then;

### Step 2

Within five (5) working days following the decision or expiry of the time for meeting under Step 1, the Union shall submit the written grievance to the Director or their designate. The Director or their designate will meet with the Grievor and the union representative(s) and review the grievance within ten (10) working days of receipt of the grievance. A CUPE National Representative may attend this meeting if requested to do so by either party. A decision in writing will be rendered within five (5) working days from the date on which the grievance meeting was convened. In the event the decision of the Director or their designate is not satisfactory, the grievance may be referred to Arbitration in accordance with the provisions of this Agreement.

### 7.03 Policy Grievance

Where a dispute involving a question of policy, general application of interpretation of the Collective Agreement occurs, it shall be referred to as a Policy Grievance and submitted at Step 2 above within ten (10) working days after the circumstances giving rise to the grievance have occurred or originated and the time limit set out with respect to that step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed.

### 7.04 Group Grievance

Where **five (5)** or more employees, who are entitled to grieve, are directly affected by one (1) specific complaint or grievance, a group grievance shall be submitted at Step 2 and, signed by such employees within ten (10) working days after the circumstances giving rise to the grievance have occurred or originated.

The time limits with respect to Step 2 shall appropriately apply.

- 7.05 All agreements reached under the grievance procedure between the representatives of the Association and the representatives of the Union shall be final and binding upon the Association, the Union and the employees. All time limits referred to in the grievance procedure shall be construed as mandatory. However, the parties may agree to waive or extend any of the time limits established in this grievance procedure. Any such agreement shall be in writing and acknowledged by the parties.

## **ARTICLE 8 – ARBITRATION**

- 8.01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to Arbitration as set forth below. If no written request for Arbitration is received within thirty (30) calendar days from the date of the decision under Step 2 above, the grievance shall be deemed to have been abandoned, settled, or withdrawn.

- 8.02 When either party requests that a grievance be submitted to Arbitration as herein before provided, it shall make such request in writing addressed to the other party and at the same time propose three arbitrators to act as a single Arbitrator for the grievance. Within ten (10) working days thereafter, the other party shall notify the requesting party of its agreement with one of the proposed arbitrators or propose three other arbitrators. If the parties are unable to agree upon such an Arbitrator, they shall then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

### **8.03 Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration wherever possible. Therefore:

- (a) The parties will schedule recurring mediation dates at six (6) month intervals in October and April of each calendar year with a mediator to be selected and agreed upon by both parties at least six (6) months in advance.
- (b) Any grievance that has been appropriately referred and set down for arbitration as provided in Article 8 above and which the parties have

agreed in writing to attempt to mediate prior to arbitration, shall be mediated on the next scheduled mediation date after the date of referral.

- (c) The parties agree that it is their intent to resolve grievances without recourse to arbitration wherever possible. Therefore, notwithstanding the arbitration process outlined in this Article 8, the parties may agree in writing to engage the services of a mediator in an effort to resolve the grievance. Where the parties agree to proceed by way of mediation, the parties may agree in writing to extend the time limits for the relevant step(s) in this Article 8 for processing the grievance to Arbitration. No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance unless agreed to by the parties.
  - (d) If there are no grievances that have been referred to arbitration that the parties have agreed to mediate thirty (30) **calendar** days prior to a scheduled mediation date, the mediation date shall be cancelled immediately. **In situations where the union does not provide a full list of grievances to be mediated thirty (30) calendar days prior to a scheduled mediation date, resulting in the cancellation of the mediation within thirty (30) calendar days of the scheduled date, then the union shall incur the full cost associated with the cancellation.**
  - (e) No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance unless agreed to by the parties. **The union and the employer will provide briefs to one another and to the mediator a minimum of fifteen (15) calendar days in advance of the mediation date.**
  - (f) The Employer and the Union shall share equally the cost of the mediator's fees.
- 8.04 The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter shall be dealt with at Arbitration which has not been properly carried through all the previous steps of the grievance procedure.
- 8.05 The written decision of Arbitrator shall be final and binding upon the Association, the Union, and the employee.
- 8.06 The parties will share equally the fees and expenses of the Arbitrator.

- 8.07 All time limits referred to in the arbitration procedure shall be construed as mandatory. However, the parties may agree to extend or waive any of the time limits prescribed in this Article. Any such Agreement shall be expressed in writing and acknowledged by the parties.
- 8.08 It is understood for the purposes of the Grievance and Arbitration provisions that the words “working days” consist of week days Monday through Friday and are exclusive of weekends, statutory holidays and of employees vacation periods.

## **ARTICLE 9 – DISCHARGE**

- 9.01 A claim by an employee who has completed their probationary period, that they have been unjustly discharged, shall be treated as a special grievance if a written statement of such grievance is lodged at Step 2 of Article 7.02 of the grievance procedure within ten (10) working days after the date of such discharge, and the time limits set out with respect to that step shall appropriately apply.
- 9.02 Such special grievance may be settled under the grievance and Arbitration procedures by:
- (a) Confirming the Association’s action in discharging the employee;
  - (b) Reinstating the employee with full compensation and seniority for the time lost; or
  - (c) By any other arrangement which is just in the opinion of the parties or the Arbitrator if appointed.
- 9.03 A probationary employee shall not have the right to grieve under this Article and the Union agrees that it will not process any grievance on behalf of a probationary employee under this Article unless the substance of the grievance is alleged discrimination in contravention of Article 2 of this Agreement.
- 9.04 **Disciplinary Action**
- The Association will confirm all disciplinary action in writing addressed to the employee concerned within five (5) working days **and will copy the Union President and Lead Steward, unless the employee signs a union waiver form.** However, in the case of termination, the Association will provide a copy of the termination letter to the Union regardless of whether the employee so requests.

- 9.05 Any letter of reprimand or suspension, which does not involve a client related matter of abuse, or human rights violation, will be removed from the employee's Human Resources File **twenty-four (24) months actively worked** from the date of imposition of the discipline, provided the employee's record has been discipline free during these **twenty-four (24) months actively worked**.

## **ARTICLE 10 – SENIORITY**

- 10.01 (a) **Seniority shall be accumulated as follows:**

- i) **Seniority accumulated up to and including December 31, 2024, will be retained by employees employed on the ratification date (March 3, 2025).**
- ii) **Effective January 1, 2025, full-time employees will have their years of seniority converted to hours of seniority based on 1950 hours per year.**
- iii) **Effective January 1, 2025, seniority will be accumulated based on hours paid by the Employer (including paid public holidays, paid sick time and paid vacation time).**
- iv) **Effective January 1, 2025, a week of statutory leaves of absence will be credited for the purposes of seniority based on the number of weekly hours that the employee worked on average in the twelve (12) weeks preceding the leave.**

Seniority will be retained while outside of the bargaining unit while on temporary assignments for a period of up to twelve (12) months.

- b) **Upon transfer to the Part-time Bargaining Unit from the Full-Time Bargaining Unit or vice versa, seniority shall be credited.** Such credit shall be applicable to Article 10.01 a) Seniority, Article 11 – Job Posting, Article 12 – Layoff, and Article 17 – Vacation. All other terms of the Full-Time Collective Agreement shall apply as if the employee was a new hire.
- 10.02 (a) All employees classified as Part-Time shall be on probation until they have been actively at work for the Association for a total of **seven hundred and**

**fifty (750) straight-time hours from the date of last hiring. At the discretion of the Association, an employee may have their probationary period extended for a period of up to four hundred (400) straight time hours. The employee and the Union will be notified of such extension. Such notice will include the reason for the extension and any supports identified for succession during the extended probationary period.**

- (b) An employee shall be on trial in a new position until they have been actively at work in the position for a total of **three hundred and seventy-five (375) hours** from the effective date of their appointment to the position. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position they shall be returned to their former classification **(and bargaining unit if applicable)** without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former classification **(and bargaining unit if applicable)** and salary without loss of seniority.

10.03 A seniority list showing the names of the employees who have completed the probationary period and their most recent date of hire and/or anniversary date will be maintained by the Association and a copy of the list will be given to the Local Union President semi-annually, the dates being December first and June first.

10.04 Seniority shall be lost and an employee deemed to have terminated their employment with the Association if they:

- (a) voluntarily quits their employment;
- (b) is discharged and not reinstated;
- (c) fails to report for work within ten (10) working days after issuance of notice of recall by registered mail to their last address on record with the Association;
- (d) is laid off for a period in excess of eighteen (18) calendar months;
- (e) fails to report for work upon the expiration of any leave of absence granted to them, unless a reason satisfactory to the Association is given;

- (f) utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) is absent from work for three (3) consecutive working days without notifying the Association unless a reason satisfactory to the Association is given;
- (h) retires.
- (i) If an employee is absent due to disability for a period of twenty-one (21) months or more and cannot provide, within three (3) months of the date of the twenty-one (21) months period, documentation from a qualified health care provider indicating a definitive return to work date that is not more than six (6) months from the date of the document (with or without accommodations and/or restrictions), the employment relationship may, at the discretion of the employer, be deemed to be frustrated and if so, the employee shall be paid out their employment standards' entitlement, including unpaid wages or benefits, and any other related exit benefits, if any.
- (j) is a relief employee and fails to work a minimum of six (6) shifts in a four (4) week period, during which at least that many hours have been offered to them.

10.05 It shall be the duty of the employees to notify the Association promptly of any change of address **and email address**. Should an employee fail to do this the Association shall not be responsible for the failure of any notices which may be required under the terms of this Agreement to reach the employee. All such notices as are required herein shall be sent by registered mail.

## **ARTICLE 11 – JOB POSTING**

11.01 The Association agrees to **publish job postings on Sharepoint** for a period of ten (10) consecutive calendar days of all permanent vacancies **and** vacancies created by employees on a leave of absence pursuant to Article 18.02 within the bargaining unit. **Notices** of new permanent positions established within the bargaining unit and temporary positions within the bargaining unit of more than six (6) months to a maximum of two (2) years **shall be published by the Association virtually on Sharepoint and on the Association's career website**. When a **temporary position created by a leave of absence** is approved

to extend beyond two (2) years, there is no further requirement to post **that position. Job postings will identify the nature of the position, qualifications required knowledge and education, skills, required availability, Region of Work or Service, and wage range.**

Except as noted below all employees of the Association, including employees covered in this bargaining unit, employees covered under the Full-Time bargaining unit and employees outside of the bargaining units wishing to be considered for such positions or vacancies shall make written application within the ten (10) consecutive calendar days **publishing** period to the Human Resources Representative as designated on the **job notice. A link to the postings will be provided to the Local President on a schedule to be agreed with the Union President.**

Where employees apply for vacancies under this Article that exist in their current base job classification, the vacant position shall be awarded to the applicant with the most seniority who already occupies that job classification provided that the applicant does not have discipline at the written stage or higher within the last **twenty-four (24) months** from the date of the job posting.

Note: An employee **who accepts a new temporary or permanent position shall, for the first six (6) months actively worked after accepting such position,** only be permitted to make written application under this Article for a position that is in a higher hourly band than their current position.

In an attempt to maintain employment for existing employees in circumstances where a reduction in the workforce may be necessary, permanent vacancies and vacancies created by employee(s) on a leave of absence pursuant to Article 18.02 within the bargaining unit and new permanent positions established within the bargaining unit may be assigned on a temporary basis for a period of up to six (6) months without **publishing** these positions, as determined by the Association. In the event that the vacancies and positions as stated above need to be assigned on a temporary basis **for a period longer than six (6) months** mutual agreement of the Union and the Association is required.

- 11.02 The Association shall have the right to fill the vacancy or new position on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the successful applicant to be assigned

to the job concerned. The Association will make every reasonable effort to fill vacancies as soon as possible. Only applicants who meet the posted job qualifications and do not have discipline at the written stage or higher within the last **twenty-four (24) months from the date of the job posting** shall be screened in for an interview. Employees will not lose pay while attending an interview.

If any unsuccessful applicant requests, they shall be advised in writing of the reason they were not successful and the system of evaluation used as developed by the Association.

- 11.03 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skill, ability, experience and qualifications are relatively equal between two (2) or more employees, seniority shall be the directing factor when determining the successful applicant.

## **ARTICLE 12 – LAYOFF**

- 12.01 In the event that a reduction of the work force is required, the Association agrees to layoff employees in reverse order of seniority provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, employees who remain on the basis of seniority are willing and qualified to do the work available. When recalling employees after layoff, those last to be laid off will be first to be recalled provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the employee to be recalled is willing and qualified to do the work to which they are assigned.
- 12.02 The Association shall notify the Union and employee two (2) weeks prior to any layoff of members of the bargaining unit. The Union shall have the right to make representation on possible alternatives. It is understood that the final decision in this regard rests with the Association.
- 12.03 New employees shall not be hired until those laid off have been given the opportunity for recall to their former position. An employee may refuse recall until their former position becomes available provided that they have not lost their seniority and has not been deemed to have terminated their employment with the Association pursuant to Article 10.04. It is further agreed when an employee refuses recall to other than their former position, the Association may hire a new

employee to fill the position for which the recall opportunity was available and thereafter such position shall not be available to employees exercising recall rights.

- 12.04 Except in cases of discharge for just cause, the Association agrees that it will endeavour to give an employee not less than two (2) weeks' notice of termination or the minimum period required by current prevailing legislation, whichever is longer.

### **ARTICLE 13 – TERMINATION OF EMPLOYMENT**

- 13.01 When employment is terminated by an employee, they shall give not less than two (2) weeks' notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident, or death in the family, then they shall give notice as soon as is reasonably possible to the Association and the ordinary time limits for notice of termination shall be waived.
- 13.02 The Association agrees to provide upon request of the employee a letter of employment to a prospective employer, with a copy to the employee. An employee may request a letter of reference from supervisors and/or managers, but the content of such a letter or the decision to not issue such a letter shall not give rise to a grievance in any circumstance and shall not be processed through the Grievance Procedure in Article 7.
- 13.03 Except in cases of discharge for just cause, the Association agrees that it will endeavour to give an employee who has completed the probationary period, not less than two (2) weeks' notice of termination or the minimum period required by current prevailing legislation, whichever is longer.

### **ARTICLE 14 – HOURS OF WORK**

**During the life of the collective agreement this section is modified by LOU Scheduling on page 59 — Please refer to that LOU for confirmation of terms related to hours of work.**

- 14.01 It is hereby expressly understood and agreed that the provisions of this Article shall not be construed to be a guarantee or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working

schedules.

- 14.02 The regular days of work shall be Sunday to Saturday up to a maximum of twenty-four (24) hours scheduled per week. Daily scheduled shifts shall not exceed eleven (11) hours. Employees who are scheduled to work and do work more than five (5) hours per shift will be provided with a thirty (30) minute paid meal period. Employees not required to eat with residents must provide their own meals.
- 14.03 The Association may allow an exchange of shifts at the request of two (2) employees provided that the written approval of the immediate Supervisor is obtained in advance and that no additional cost results to the Association in such an exchange of shifts. Request to exchange shifts shall be submitted in writing to the Supervisor as far in advance of the requested exchange as is practical.
- 14.04 All employees in the classification of Part-Time Support Worker I shall support individuals in service **in all programs**.
- 14.05 The Association shall maintain a complement of staff adequate to fulfill shift scheduling objectives.
- 14.06 When an employee works a scheduled shift of seven and one-half (7½) hours or more under Article 14.02 employees shall be provided with a paid fifteen (15) minute break period during each one-half (½) of the scheduled shifts.

## **ARTICLE 15 – OVERTIME**

**During the life of the collective agreement this section is modified by LOU Scheduling on page 59 — Please refer to that LOU for confirmation of terms related to hours of work.**

15.01 (a) **Part-Time Support Worker I/II**

If an employee is scheduled to work seven and one-half (7½) hours or less per shift, an overtime premium of one and one-half (1½) times the employee's regular straight timerate of pay shall be paid for authorized time worked in excess of seven and one-half (7½) hours.

If an employee is scheduled to work more than seven and one-half (7½) hours per shift, an overtime premium of one and one-half (1½) times the

employee's regular straight time rate of pay shall be paid for authorized timeworked in excess of the scheduled hours of work.

- (b) If an employee is authorized to work and does work in excess of the scheduled hours of the shift, being at least eight (8) hours, the employee will be entitled to receive an overtime premium of one and one-half (1½) times the employee's regular straight time rate of pay for time so worked.
- (c) Hours worked in excess of forty-four (44) in each week will be paid at one and one-half (1½) times the employee's regular straight-time hourly rate.

15.02 Employees recognize the need for overtime and agree to co-operate with the Association in the performance of the same. The Association will endeavour to equitably distribute opportunities for overtime amongst those employees normally performing the work.

15.03 The Association shall notify an employee of possible overtime work as soon as it is aware of the need for such work. An employee shall obtain approval from their immediate Supervisor before undertaking any overtime.

15.04 It is understood that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.

15.05 Stuck Shifts

"Stuck Shift" means situations in which an employee is required to stay on at the end of their shift. This does not apply where an employee volunteers or otherwise agrees to stay without exhausting all alternatives to relieve them.

(a) Double Stuck Shifts

Where an employee is stuck on shift for more than eight (8) hours beyond the end of their scheduled shift and their next shift would start within twelve (12) hours after the time at which they are relieved, the Employer will work with the employee to reschedule their next shift or move back the start time of their shift to ensure they have at least eleven and a half (11.5) hours free from work between their stuck shift and their next shift.

- (b) The Employer agrees to provide transportation reimbursement for up to \$50.00 taxi or uber fare where an employee on a Stuck Shift so requests in the following circumstances:

- i) The employee has been required to work at least four (4) hours beyond the end of their scheduled shift and is relieved between the hours of 11:00 p.m. and 7:00 a.m.; and
- ii) Employees required to work more than sixteen (16) hours.

## **ARTICLE 16 – HOLIDAYS**

16.01 The following holidays shall be observed:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Such holidays to be granted in accordance with the requirements and qualifications set forth in the Employment Standards Act.

16.02 For staff working overnight, the Association agrees to observe the overnight shift which begins on New Year's Eve December 31 and ends on New Year's Day, January 1, as the holiday shift.

16.03 The Association recognizes that employees may wish to observe other holidays by reason of their own religious beliefs. Accordingly, the Association shall permit employees to observe such other religious holidays. Prior to the observance of the respective religious holiday, the employee shall provide at least ninety (90) days written notice to the Association. Employees will not be scheduled to work on those religious holidays in accordance with this provision.

## **ARTICLE 17 – VACATIONS**

17.01 Vacations shall be granted in accordance with the provisions relating thereto contained in the *Employment Standards Act*. Each employee upon completion of five (5) years' continuous employment with the Association, or a lesser period of continuous employment if so required by the *Employment Standards Act, 2000*, will be paid vacation pay at the rate of six percent (6%) of their gross wages.

## **ARTICLE 18 – LEAVE OF ABSENCE**

- 18.01 (a) The Association may in its discretion and provided that the operational requirements of the Association are not unduly affected, grant a Leave of Absence with or without pay. Leaves of Absence must be requested in advance of the required leave and such requests should be in writing except for emergency requests of a personal nature in which case the Supervisor may approve verbal requests should the circumstances warrant.
- (b) Leaves of Absence, as set out in the *Employment Standards Act, 2000* as amended from time to time, shall be granted to employees in accordance with the requirements and qualifications set out in such legislation.

### 18.02 Pregnancy and Parental Leave

Pregnancy and Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time, except where amended in this provision.

- (a) Pregnancy Leave – (Includes Parental Leave for a Pregnant Employee)
- i) An employee, who is pregnant, shall be granted an unpaid leave of absence for a pregnancy leave, the maximum duration of which shall be equivalent to the period for which benefits are payable under the *Employment Insurance Act*, as amended from time to time, plus an additional period of up to six (6) consecutive months. The above noted maximum duration of unpaid leave is inclusive of all pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time, and shall not exceed eighteen (18) consecutive months in total. The minimum duration of unpaid pregnancy leave, including all pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time, shall be twelve (12) consecutive months in total or such shorter leave of absence as the employee may request.
- ii) The employee shall give the Association at least two (2) weeks' written notice of the day upon which they intend to commence their leave of absence along with a certificate from a legally qualified medical practitioner stating that they are pregnant and giving the expected birth date.

- iii) An employee who intends to resume their employment on the expiration of such leave of absence shall provide at least four (4) weeks' written notice of the date the leave is to end.
- iv) An employee as a result of still-birth or miscarriage shall be granted leave as per the *Employment Standards Act, 2000*.

(b) Parental Leave

- i) An eligible employee, who becomes a birth parent or an adoptive parent or an employee who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own shall be entitled to an unpaid leave of absence of up to sixty-three (63) consecutive weeks in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.
- ii) The employee shall provide at least two (2) weeks' written notice of the date the leave is to begin and at least four (4) weeks' written notice of the date the leave is to end.

18.03 (a) Upon written request, an employee shall be granted a leave of absence without pay or benefits so that they may be a candidate in a federal, provincial or municipal election.

(b) An employee who is elected to public office, upon written request will be granted a leave of absence without pay or benefits but without loss of seniority for the first term of office. They will return to the next available comparable vacant position for which they are qualified.

18.04 An employee who is elected or selected for one (1) Union position to represent employees who are covered under all Collective Agreements of CUPE Local 2191 shall be granted a leave of absence without loss of seniority for a period of one (1) year, provided one (1) month notice of their leave is given to the Association in writing. The leave shall be renewed each year upon written request. The salary and all benefits costs for the employee will be charged to CUPE 2191 and will be deducted from the monthly remittance sent to the National Secretary Treasurer of the Union. They will return to the next available vacant comparable position for which they are qualified upon expiry of the leave.

- 18.05 Employees who are scheduled to work on any of the three (3) consecutive calendar days that immediately follow the date of death of an immediate family member will be allowed bereavement leave for those scheduled work days without loss of pay in order to make arrangements for and attend the funeral.

Immediate family means: father, mother, brother, sister, wife, husband, son, daughter, common law spouse, same sex spouse, father-in-law, mother-in-law, sister-in-law, brother-in-law, a parent or sibling of common law spouse or same sex spouse, grandparents, aunt and uncle.

### **ARTICLE 19 – ANNUAL SALARIES**

- 19.01 The Association agrees to pay and the Union agrees to accept for the terms of this Agreement, the salaries as set forth with the attached.
- 19.02 An employee who is temporarily assigned to perform all of the responsibilities and duties of a higher rated classification in this bargaining unit for at least three (3) full consecutive shifts shall be paid at the rate of the higher rated classification. An employee shall obtain approval from their Supervisor before undertaking such assignment.

### **ARTICLE 20 – CALL-IN PAY**

- 20.01 Employees who are called in for the sole purpose of attending staff meetings, mandatory training or work, having been given twelve (12) hours advance notice of the time which the employee is to report, shall be compensated for time in attendance at the employees regular straight time rate of pay, with a minimum compensation of two (2) hours, or at the employee's overtime rate for the hours in attendance, if applicable, as outlined in Article 15 of this Collective Agreement, which ever is greater.
- 20.02 Employees who are called in for the sole purpose of attending staff meetings, mandatory training or work, having been given less than twelve (12) hours advance notice of the time which the employee is to report, shall be compensated for time in attendance at the employee's straight time regular rate of pay, with a minimum compensation of three (3) hours, or at the employee's overtime rate for the hours in attendance, if applicable, as outlined in Article 15 of this Collective Agreement, which ever is greater.

## **ARTICLE 21 – UNION LEAVES**

**21.01** Leave of absence for Union business shall be given without pay up to a total of one hundred and eighty (180) working days per calendar year including all time by all employees during the term of this Agreement provided ten (10) working days' notice is given the Association. The Association shall respond to any request for leave within three (3) working days. The granting of request(s) for such leave(s) will be subject to operational requirements. For clarity, Union business includes: union conferences, union training, outside committee work, bargaining preparation, conciliation, meetings where the employer is not present, grievances/mediation/arbitration preparation, participation in mediation/arbitration.

**21.02** Members of the Local Union Executive shall be granted unpaid time off for the purpose of attending Local Executive meetings provided that the member first obtains the permission of their Supervisor before absenting themselves from their duties. These meetings shall be held the second Tuesday of each month. Leave for such meetings shall be for a full shift.

### **21.03 External Secondment**

An employee who is elected or selected for a position with the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees shall be granted a leave of absence without loss of seniority for a maximum period of two (2) years, provided one (1) month notice of their leave is given to the Association in writing. The salary and all benefit costs for the employee will be charged to the National Secretary Treasurer of the Union. If the Employee returns to the Bargaining Unit within or at the end of the two (2) years, they shall be entitled to claim their former position if it exists or in the event that the position no longer exists, they will have the right to bump in accordance with their seniority.

## **ARTICLE 22 – PENSION PLAN**

**22.01** Employees covered by this Agreement shall join the pension plan provided by the Association in accordance with the regulations and conditions of the pension plan.

Effective January 1, 2012, each active member shall be required to contribute by payroll deduction an amount equal to 50% of the Total Normal Cost. This amount may be amended from time to time subject to applicable legislation.

## **ARTICLE 23 – REIMBURSEMENTS**

- 23.01 The Association agrees to pay an employee a car allowance of **fifty-five (55)** cents/km, effective the date of ratification, if an employee has been authorized by the appropriate Director or designate to use their own automobile for official Association business. Employees required to utilize public transportation for official Association business will be reimbursed at the bulk rate purchase price for the cost of such public transportation.
- 23.02 Part-Time Support Worker I/II  
The Association agrees to pay to an employee the cost of their meals to a maximum of **fifteen dollars (\$15.00)** per meal provided:
- (a) the employee is on official Association business at a site other than Association premises during the normally accepted meal periods;
  - (b) the employee submits satisfactory proof of the cost of such meals.
- 23.03 The Association shall provide an insurance policy covering all staff who are authorized to drive their own cars while they are working on a programme or under the direct orders of the Association, it being understood the assumption of liability therein shall be limited to one million dollars (\$1,000,000,) regardless of the number of claims arising from any one (1) accident and the number of entities or persons covered by said assumption of liability. All employees who drive their own car on employer business must carry their own personal use car insurance and present satisfactory proof of same to the Association.
- 23.04 The parties agree that should there be a payroll error identified by any employee, the Association will provide a manual EFT to the affected employee for any amount owing in excess of and including 12.5 hours of pay, within three (3) business days of the error being identified to the employee's supervisor.

## **ARTICLE 24 – LEGAL**

24.01 **The employer will procure and maintain an insurance policy in respect of legal defence costs incurred by employees who are sued for negligence and unintentionally wrongful actions arising out of the performance of their authorized duties. The policy will not apply to intentional action that is malicious or fraudulent or criminal actions or charges under the Ontario Health and Safety Act (OHSA). However, the Policy will include reimbursement for an employee's legal defence fees against criminal charges related to allegations that the employee engaged in abuse in the performance of their authorized duties, if the charges are dismissed or the employee is found not guilty. Any dispute as to eligibility for and coverage under the Policy will be as between the Insurer and the employee and shall not form the basis for a grievance.**

## **ARTICLE 25 – ORIENTATION**

25.01 All new employees shall be provided with an orientation programme **within thirty (30) days of hire**, which shall include the following:

1. Consultation with the Supervisor, and other professional staff involved with the appropriate program.
2. A tour of the program/location with a Supervisor during which the new employee shall be familiarized with the physical layout at the location and shall be introduced to appropriate individuals.
3. An introduction to the Central Office of the Association including an explanation of the organizational structure of the Association, its relationship to the program and the funding of the Association. Should the employee not have attended the Association Wide Staff Orientation within six (6) months from the date of employment, the said employee shall be entitled to attend the next Association Wide Staff Orientation if the employee so requests.

25.02 The Association agrees to make available the last one-half (½) hour before the lunch break during the Association Wide Staff Orientation (Article 24.01 3. a room for one half (½) hour in order that a Union representative may address new employees to acquaint them with local affairs of the Union. The Association shall endeavour to ensure that the one half (½) hour specified above is available during

the half (½) hour prior to the lunch break, of the Association Wide Orientation scheduled by the Association. Employees will only be paid for the half (½) hour scheduled for the Union presentation.

It is agreed that the Union representative shall not be paid for their attendance to address new employees.

## **ARTICLE 26 – TRANSFER ORIENTATION**

**26.01 The Employer will use best efforts to ensure, all current employees who are transferred to a different program/location, will be provided a tour of the program/location with a Supervisory or managerial employee upon transfer before they complete their first three (3) shifts on site.**

## **ARTICLE 27 – PROFESSIONAL DEVELOPMENT**

27.01 The Association may, at its discretion, send employees to conferences at the expense of the Association.

27.02 (a) The Association may, in its discretion, grant a leave of absence with or without pay for educational reasons. Permission shall not be unreasonably withheld.

(b) The Association may, in its discretion, grant a one (1) year educational leave without pay to employees with a minimum of five (5) years employment.

## **ARTICLE 28 – GENERAL CONDITIONS**

28.01 The Association shall acquaint new employees with the fact that a Collective Agreement is in effect with the Union. Employees will be provided **access to an electronic** copy of the current agreement by the Association on their first day of induction. **Employees can print a copy in the workplace if required without incurred costs.**

28.02 The Association will provide space on bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Union and submitted to the designated Human Resources representative for approval before being posted. Such approval shall not be unreasonably withheld. The Union may post

the notifications of CUPE Local 2191 meetings and the lists of CUPE Local 2191 committee members on Association bulletin boards without prior approval from the designated Human Resources representative, provided that a copy of the posting is sent to the designated Human Resources representative at the time of posting.

28.03 The Association further agrees to provide, upon request of an employee, during the course of employment, a letter of status. This letter will state the employee's position, start date, and responsibilities. All requests for letters must be made one (1) week in advance.

28.04 An employee may request, in advance, the examination of the Human Resources' file of their record not more often than two (2) times per year. The file shall be shown to the employee at a time mutually agreed upon by the Association and the employee.

Notwithstanding the above, requests of more than two (2) times per year shall be considered by the designated Human Resources representative on an individual basis.

28.05 If a group home is to be closed for a resident vacation time, the Association shall endeavor to give all employees written notices of such vacation time, three (3) months in advance. Such employees who wish to work will be offered shifts at other locations in the same Region for such vacation time. Those employees who do not wish to work shall be granted unpaid leaves of absence for the resident's vacation period.

28.06 For the purpose of this Agreement, email communication will be accepted where any communication in this Agreement is to be in written format.

28.07 The Parties are committed to ensuring compliance with the Ontario Human Rights Code and recognize, among other things, the obligations of the Employer, the Union, and Employees to cooperate in the accommodation process. Should concerns related to accommodation and return to work arise of a general and procedural nature the Parties agree to identify such issues as items for discussion on the agenda of the Labour Management Committee and/or the Joint Health and Safety Committee as the party raising the concern deems to be appropriate.

28.08 Workload

The Parties recognize that the issue of workload is of concern and that therefore the issue of Workload will be identified as a standing item on the Agenda of the Labour Management Committee. In addition, the parties may agree from time to time to dedicate a Labour Management Committee meeting to the topic of workload during which the parties will review concerns identified by the bargaining unit and discuss potential strategies for addressing such concerns.

Nothing in this Article precludes a group grievance from being filed or precludes the Union from filing a policy grievance. Workload grievances shall always be treated as regular grievances and in accordance with this Collective Agreement.

## **ARTICLE 29 – OCCUPATIONAL HEALTH & SAFETY**

29.01 The Association and the Union will work cooperatively to abide by the provisions of the *Occupational Health and Safety, Act*. Including those relating to harassment. The application of this Article will not constitute a dispute under and shall not be subject to the grievance and arbitration procedures under the terms of the Collective Agreement.

### 29.02 Responding to Declared Emergencies

In the event that any declared emergency arises within the meaning of the *Employment Standards Act, 2000* the parties agree that the Joint Health and Safety Committee shall meet within twenty-four (24) hours and shall establish a schedule for recurring meetings, which schedule may be amended from time to time by mutual agreement, to meet and discuss the Declared Emergency, its impact on operations, health and safety, staffing levels and such other matters reasonably expected to arise as a result of the circumstances giving rise to the Declared Emergency, as well as the measures that the Employer will adopt to respond to such circumstances and ensure the health and safety in the workplace and the safety continuation of operations for the benefit of the people we support.

## **ARTICLE 30 – DURATION**

30.01 This agreement shall continue in effect until the 31<sup>st</sup> day of March, 2026, and shall continue automatically for annual periods of one year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

- 30.02 Negotiations will begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.
- 30.03 If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect in accordance with the operation of the laws of the Province of Ontario.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of the day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:19:46 EDT)



Chris Sutton (Mar 24, 2026 11:20:19 EDT)

**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:35:05 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:09:10 EDT)



*Brad Saunders*

**SCHEDULE "A"**

**PART-TIME UNION**

*Hourly Rate Schedule*

*Effective April 1, 2024*

*(Adjust Hourly Schedule by \$0.60)*

**(UPDATED WAGE GRID)**

		<b>Job Code</b>	<b>Step Base Hourly Rate<sup>1</sup></b>	<b>Step 1 Including 5% *</b>	<b>Step Base Hourly Rate<sup>2</sup></b>	<b>Step 2 Including 5% *</b>
1	Part-Time Handyperson (01B)	PTU002	\$17.38	\$17.62	\$17.89	\$18.15
	Part-Time Cook I (002)	PTU003	\$19.24	\$19.57	\$19.84	\$20.20
	Part-Time Housekeeper I (002)	PTU004	\$19.24	\$19.57	\$19.84	\$20.20
2	Part-Time Housekeeper II (03A)	PTU011	\$19.17	\$19.50	\$19.78	\$20.13
	Part-Time Cook II (03B)	PTU008	\$19.18	\$19.51	\$19.79	\$20.15
	Part-Time Cook-Housekeeper (002)	PTU005	\$19.24	\$19.57	\$19.84	\$20.20
	Part-Time Support Worker I (03F)	PTU022	\$23.60	\$23.10	\$23.59	\$23.72
	Relief Support Worker I (00R)	PTU03R	\$23.60	\$23.10	\$23.59	\$23.72
3	Part Time - Support Worker II - ISP (05A)	PTU016	\$24.27	\$24.86	\$24.94	\$25.55
		PTU021 (Relief)				
		PTU025				
5	Part-Time - Behaviour	PTU026	\$28.56	\$29.36	\$29.22	\$30.05

	Support Associate (05G)						
	Relief - Behaviour Support Associate (05G)	PTU03B	\$28.56	\$29.36	\$29.22	\$30.05	

**SCHEDULE "A"**

**PART-TIME UNION**

**Hourly Rate Schedule**

**Effective April 1, 2025**

**(Adjust Hourly Schedule by \$0.60)**

**(UPDATED WAGE GRID)**

		<b>Job Code</b>	<b>Step 1 Base Hourly Rate</b>	<b>Step 1 * Including 5%</b>	<b>Step 2 Base Hourly Rate</b>	<b>Step 2 * Including 5%</b>
1	Part-Time Handyperson (01B)	PTU002	\$17.98	\$18.88	\$18.49	\$19.41
	Part-Time Cook I (002)	PTU003	\$19.84	\$20.83	\$20.44	\$21.46
	Part-Time Housekeeper I (002)	PTU004	\$19.84	\$20.83	\$20.44	\$21.46
2	Part-Time Housekeeper II (03A)	PTU011	\$19.77	\$20.76	\$20.38	\$21.39
	Part-Time Cook II (03B)	PTU008	\$19.78	\$20.77	\$20.39	\$21.41
	Part-Time Cook-Housekeeper (002)	PTU005	\$19.84	\$20.83	\$20.44	\$21.46
	Part-Time Support Worker I (03F)	PTU022	\$23.60	\$24.78	\$24.19	\$25.40
	Relief Support Worker I (00R)	PTU03R	\$23.60	\$24.78	\$24.19	\$25.40
3	Part Time - Support Worker II - ISP (05A)	PTU016 PTU021 (Relief) PTU025	\$24.87	\$26.12	\$25.54	\$26.81
5	Part-Time - Behaviour Support Associate (05G)	PTU026	\$29.16	\$30.62	\$29.82	\$31.31
	Relief - Behaviour Support Associate (05G)	PTU03B	\$29.16	\$30.62	\$29.82	\$31.31

	<b>Effective Date</b>		<b>Step 1 – Base Hourly Rate</b>	<b>Step 1 – Includes 5% in lieu of benefits</b>	<b>Step 2 – Base Hourly Rate</b>	<b>Step 2 – Includes 5% in lieu of benefits</b>
3	Operator (001)	PTU014	\$18.79	\$19.73	\$19.35	\$20.31

## **LETTER OF UNDERSTANDING – RELIEF/TEMPORARY STAFF**

This will confirm the understanding of the parties with respect to the Collective Agreement which expires March 31, 2026, with respect to the following matters:

Notwithstanding Article 1.01 of the Part-Time Collective Agreement and Articles 1.01 of the Full-Time Collective Agreement, the Union and the Association agree that Relief Staff and persons employed for a definite term or task are covered by the terms and conditions of the Part-Time Collective Agreement set out below:

Article 1 – Recognition 1.03

Article 2 – Discrimination

Article 3 – No Strikes or Lockouts

Article 4 – Management Rights

Article 5 – Union Security

Article 6 – Union Representation

Article 7 – Grievance Procedure

Article 8 – Arbitration

Article 9 – Discharge

Article 10 – Seniority 10.05

Article 16 – Holidays

Article 17 – Vacation

Article 19 – Salaries

Article 22 – Reimbursements

Article 23 – Legal

Article 24 – Orientation

Article 25 – Professional Development

Article 26 – General Conditions – 26.01, 26.02, 26.03, 26.04

Article 27 – Occupational Health and Safety

Article 28 – Duration

The parties further agree to the following terms and conditions of employment with respect to Relief Staff and persons employed for a definite term or task:

- i) All employees classified as Relief and **employees hired externally for a defined term or task (“Temporary employees”)** shall be on probation until they have been actively at work for the Association for a total of **seven hundred and fifty (750)** straight-time hours from the date of last hiring. At the discretion period of up to four

hundred (400) straight time hours. The employee and the union will be notified of the extension.

**Relief Staff and Temporary employees** who transfer to a position classified as **Permanent Part-Time** or **Permanent Full-Time** who have completed the Probationary Period shall be on trial until they have been actively at work in the position for a total of **three hundred and seventy-five (375) hours worked** from the effective date of their appointment to the position. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, they shall be returned to their former classification. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former classification.

**Where a Relief Staff or Temporary employee** is offered and accepts a **permanent** position in the Full-Time Collective Agreement, **such employee** shall, upon completion of the probationary period specified **above if they have not already completed such period prior to accepting such position**, receive credit for continuous service computed from the date of last hiring by the Association on the basis of hours worked, (one thousand nine hundred and fifty (1950) equals one (1) year seniority under the Full-Time Collective Agreement) provided that the employee's service is continuous from the last date of hiring.

**A Temporary employee who has completed their probationary period may during the term of their temporary contract apply to permanent positions within the organization and will be considered for such positions as an internal applicant.**

**A Temporary employee who has completed their probationary period but whose contract ends for reasons other than just cause termination, shall have the opportunity to apply for vacancies within the organization as an internal applicant for a period of up to six (6) months from the time of the contract ending date. Should there be no vacancies available, or the employee not apply for or not be the successful applicant for, or should the employee refuse a position offered to them, the employee's employment will be terminated.**

- ii) Job Posting – Relief positions and **Temporary positions** shall not be posted except in the case of maternity leave.
- iii) Hours of Work – Relief Staff and **Temporary employees** shall be requested and are

expected to work such hours and shifts as required.

Relief Staff who have not worked or confirmed their availability to work at least **six (6)** shifts within one (1) calendar month shall be deemed to have resigned from their employment with the Association.

- iv) Call-in Pay – Relief employees who are called in for the sole purpose of attending staff meetings or mandatory training having been given twelve (12) hours advance notice of the time which the employee is to report, shall be compensated for time in attendance at the employee's regular straight time rate of pay, with a minimum compensation of two (2) hours, or at the employee's overtime rate for the hours in attendance, if applicable.

Relief employees who are called in for the sole purpose of attending staff meetings or mandatory training, having been given less than twelve (12) hours advance notice of the time at which the employee is to report, shall be compensated for time in attendance at the employee's straight time regular rate of pay, with a minimum compensation of three (3) hours, or at the employee's overtime rate for the hours in attendance if applicable.

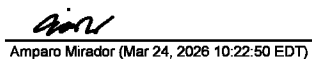
- v) It is agreed that should Relief Staff or **Temporary employees** and/or employed for a period exceeding six (6) continuous active months of Full-Time work, such persons shall receive, from their first day of active work on the Full-Time assignment and/or employment, the equivalent rate of the Full-Time bargaining unit job to which they are assigned and/or employed.
- vi) It is further agreed that Relief Staff or persons employed for a definite term or task shall not be assigned and/or employed for a period exceeding six (6) continuous active months of work.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)

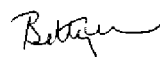
**FOR THE EMPLOYER:**




Dinatil Faria (Mar 25, 2026 13:35:05 EDT)




Aneliya Arnaudova (Mar 25, 2026 16:09:10 EDT)




  
Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Brad Saunders*

*Venus Ocampo*

  
Adetola Popoola (Mar 24, 2026 17:19:46 EDT)

  
Chris Sutton (Mar 24, 2026 11:20:19 EDT)

## **LETTER OF UNDERSTANDING – SUPPORT WORKER-IN-TRAINING**

The parties agree to the following terms and conditions regarding the Support Worker-in-Training program. This agreement shall form part of the Collective Agreement.

1. Support Worker-in-Training candidates shall only be considered for vacant Support Worker II positions if no qualified candidates have been identified through posting.
2. Candidates for the Support Worker-in-Training program are to be selected by the Association from employees within the **Association** who have demonstrated aptitude but do not hold the required educational qualifications.
3. A training program will be developed for each Support Worker-in- Training which outlines the skill/competencies to be acquired by the candidate. The responsibilities and commitments to meet the training program will be clearly outlined.
4. The training program will not take longer than twelve (12) months to complete.
5. The Support Worker-in-Training will meet with their Supervisor at least monthly to review progress and any concerns which may arise. A written copy of the progress review will be provided to the Support Worker-in-Training.
6. The rate of pay will be ninety-five percent (95%) of the start rate of the appropriate Support Worker II classification.
7. The Support Worker-in-Training placement is not transferable from location to location within the Association.
8. Upon successful completion of the training program, the employee will receive a letter from the supervisor and a copy will be placed in the Human Resources' file of the employee's record. The employee will be classified as a Support Worker II at Step 1 of the salary classification and begin the trial period.
9. Candidates who are, in the Association's assessment, unsuccessful in completing the program shall be returned to a vacant position within their former classification without loss of seniority.

Dated at Toronto, Ontario this day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:19:46 EDT)



Chris Sutton (Mar 24, 2026 11:20:19 EDT)

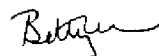
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:35:05 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:09:10 EDT)



*Brad Saunders*

## **LETTER OF UNDERSTANDING – EMPLOYEE IN TRAINING PROGRAM**

**The intent of this letter of understanding is to provide CLTO with the ability to attract students in Developmental Service Worker, Applied Behavioural Analysis (ABA) and Behavioural Science related post-secondary programs.**

**This letter of understanding recognizes the valuable contributions of employees with these specialized skills and competition involved in attracting and retaining these employees, including by recruiting students in these programs before they have completed their studies.**

**This letter of understanding is agreed to under the following terms and conditions;**

- 1. Students in the final year of an appropriate post-secondary program will be permitted to apply to Support Worker II and Behaviour Support Associate positions with CLTO. In order to ensure they further develop their skills and gain the required experience relevant to the position they are awarded, students will be placed in an Employee in Training program;**
- 2. Students selected to the Support Worker II and Behaviour Support Associate positions as an Employee in Training will be paid 85% of the Step 1 rate of the classification;**
- 3. For all other purposes, employees placed in the Employee in Training program will be considered as regular CLTO employees;**
- 4. Qualified internal applicants selected as Employees in Training will be paid at 95% of the Step 1 rate of the classification;**
- 5. The Employee in Training program will have a duration of 12 months during which the employee will complete their academic studies, failing which their employment may be terminated;**
- 6. Upon successful completion of the program the employee will have their salary adjusted to 100% of the Step 1 classification rate, where they will remain for the full period required to move to Step 2;**
- 7. The Employee agrees that upon completion of the program they will remain employed with CLTO for a minimum of two (2) years;**

8. All required internal trainings will be provided by CLTO;
9. The union shall provide an externally hired Employee in Training with any required orientation;
10. A mentorship program will be established to ensure the employee is comfortable and confident to fulfill the requirements of the Employee in Training position;

Dated at Toronto, Ontario this day of March 2026.

FOR THE UNION:



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:19:46 EDT)



Chris Sutton (Mar 24, 2026 11:20:19 EDT)

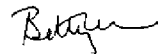
FOR THE EMPLOYER:

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:35:05 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:09:10 EDT)



*Brad Saunders*

**LETTER OF UNDERSTANDING – PART-TIME EMPLOYEES HOURS OF WORK**

This letter of understanding shall be considered as forming part of the Collective Agreement which expires March 31, 2026, with respect to the terms thereof in relation to the following matter:

Notwithstanding Article 1.01 of the Full-Time Collective Agreement and Article 1.01 and Article 14.02 of the Part-Time Collective Agreement, a Part-Time employee shall be permitted to exceed their scheduled shifts in a one-week period without affecting their Part-time status, in the following circumstances:

- i) when relieving Full-Time or Part-Time employees who are absent for illness, vacation, union business including local Executive meetings and leave of absence.
- ii) when working shifts of a relief nature.
- iii) when assigned to a vacant position for a period of up to six (6) continuous months.

In the circumstances set out in i), ii), and iii) above, the Part-Time employee shall be paid their Part-Time hourly rate for all hours worked and in accordance with Article 15.

Dated at Toronto, Ontario this day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:19:46 EDT)



Chris Sutton (Mar 24, 2026 11:20:19 EDT)


**FOR THE EMPLOYER:**



Dinatil Faria (Mar 25, 2026 13:35:05 EDT)



Aneliya Arnaudova (Mar 25, 2026 16:08:10 EDT)



*Brad Saunders*

## **LETTER OF UNDERSTANDING – KYNDRYL / CELESTICA**

This Letter of Understanding shall be considered as forming part of the Collective Agreement that expires March 31, 2026 with respect to terms thereof in relation to the following matter:

1. Notwithstanding Article 1 of this Collective Agreement the Association agrees that those employees classified as Operator employed by the Association and situated on the premises of Kyndryl 3600 Steeles Avenue, East, Markham, ON L3R 9Z7, shall be members of the bargaining unit and shall be covered by all terms and conditions of the Collective Agreement which apply to Full-Time employees except where herein amended.
2. The regular weekly hours of work for the classification, Operator, shall be thirty-six (36) hours. The regular daily hours of work shall be twelve (12) consecutive hours inclusive of two (2) half ( $\frac{1}{2}$ ) hour paid meal periods.
3. If an Operator is authorized to work in excess of forty-four (44) hours in a one (1) week period as scheduled by the Association, the employee will be compensated by either of a) or b) as outlined below at the discretion of the Association.
  - (a) Payment of overtime premium at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's regular straight-time hourly rate of pay for time so worked;  
– OR –
  - (b) Lieu time off equivalent to one and one-half ( $1\frac{1}{2}$ ) times the time so worked, such time to be taken within ninety (90) days of the time so worked. Lieu time which cannot be scheduled and taken within the ninety (90) day period may be banked to a maximum of the equivalent of five (5) working days. At no time will the amount of lieu time in any employee's lieu time bank be more than the equivalent of five (5) working days. Any lieu time not taken within ninety (90) days of the time so worked and in excess of the aforementioned bank shall be paid in accordance with a).
4. Employees shall be entitled to those Holidays in Article 16.01 except for the one (1) floating holiday. In lieu of the one (1) floating holiday, the holiday shall be granted in accordance with the schedule determined by Kyndryl 3600 Steeles Avenue, East, Markham, ON L3R 9Z7.

5. It is further agreed that in the event of a strike or lockout as the right to do so arises by operation of law after the expiration of the Collective Agreement, the Employer will cease to retain trainees at the aforementioned premises and the Union will refrain from picketing or demonstrating at the aforementioned premises.

6. Annual Salaries

Effective March 27, 2016:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Operator	34,115	35,278	36,411	37,580	38,723

Effective September 1, 2019:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Operator	34,371	35,543	36,684	37,862	39,013

Effective April 1, 2020:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Operator	34,715	35,898	37,051	38,241	39,403

- Based on one thousand eight hundred and seventy-two (1872) hours.
- Advancement through salary classification range shall be based upon attainment of next anniversary date of employment adjusted as provided for in the Collective agreement if necessary subject to the right of the Association to delay salary advancement in cases of poor performance.
- Where an employee has received a promotion, the anniversary date for salary increase purposes shall be the date they assume their promotion.

7. Relief Operator Hourly Rates

Effective April 1, 2023:

	Classification	Job Code	Step 1 Base Hourly Rate	Step 1 Includes 5% in lieu of benefits	Step 2 Base Hourly Rate	Step 2 Includes 5% in lieu of benefits
3	Operator (001)	PTU014	\$18.19	\$19.10	\$18.75	\$19.68

Note: # 1 – 6 above does not apply to the Relief Operator. Instead, the Relief Operator shall be entitled to those terms and conditions as outlined in the Part Time Collective Agreement – Letter of Understanding – Relief/Temporary Staff.

## **LETTER OF UNDERSTANDING – LAY-OFF PROCESS**

The following represents the agreement reached by the Parties during Labour Negotiations for the renewal of the Collective Agreement which expires March 31, 2026 for the term thereof in relation to the Lay-off process as follows:

Notwithstanding Article 12 – Lay-off of the Collective Agreement, in the event that a reduction in the workforce is required, the employee(s) identified in surplus position(s) may select layoff provided there is no position in the same band available to surplus employee(s) through steps (1) and (2) below or at their option select in order of seniority:

1. from the permanent position(s) that is/are vacant in the surplus employee(s) band for which the surplus employee(s) is/are qualified. If sufficient position(s) is/are not vacant in the surplus employee(s) band for which the surplus employee(s) is/are qualified, the surplus employee(s) will also be able to select;
2. from the sufficient number of permanent position(s) that is/are filled by employee(s) with the least amount of seniority in the surplus employee(s) band for which the surplus employee(s) is/are qualified. If sufficient position(s) is/are not available in the surplus employee(s) band for which the surplus employee(s) is/are qualified, the surplus employee(s) will also be able to select;
3. from the permanent position(s) that is/are vacant in the band that is less than the surplus employee(s) band for which the surplus employee(s) is/are qualified. If sufficient position(s) is/are not vacant for which the surplus employee(s) is/are qualified in the band that is less than the surplus employee(s) band for which the surplus employee(s) is/are qualified the surplus employee(s) will also be able to select;
4. from the sufficient number of permanent position(s) that is/are filled by employee(s) with the least amount of seniority whose band is less than the surplus employee(s) band for which the surplus employee(s) is/are qualified.
5. If sufficient position(s) is/are not available, the employee(s) with the least amount of seniority will be laid off.

The employee(s) with the least amount of seniority and who is/are replaced by another employee(s) will fit into the appropriate step of the above stated process.

Prior to the above process being implemented, the Association will issue layoff notices to the employee(s) with the least amount of seniority who may be affected by the above process and who may not have available a position to select at the employee(s) band for which the employee(s) is/are qualified.

6. The employee(s) identified in surplus position(s) and/or the employee(s) with the least amount of seniority who is/are replaced by another employee(s) who select(s) a permanent position for which the employee(s) is/are qualified in the band that is lower, will continue to be paid for a period of up to six (6) months at the salary of the employee(s) base position immediately prior to moving to a position in a band that is lower.

After the aforementioned period of up to (6) six months exhausts, the employee(s) will be placed at the next highest salary step for the position in the lower band that is closest to the employee(s) salary. In the event that the employee(s) salary is greater than the maximum step in the salary range for the employee(s) new position, the employee(s) will be placed at the maximum step of the employee(s) new position in the lower band.

During the above noted six (6) month period, should a position become vacant in the band the employee(s) was/were in immediately prior to moving to the lower paid band and:

- i) the employee(s) is/are qualified for the position, and
- ii) the employee(s) is/are offered and declines the same,

then effective upon the date the offer was/were declined the employee(s) will commence to be paid at the appropriate salary step (see preceding paragraph) of the base position in the lower band.

The employee(s) must advise the Association as to the employee(s) decision within five (5) working days of the date the offer was made to the employee(s). Should there be no reply received by the Association within such five (5) working days the employee(s) will be deemed to have declined the offer.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:19:46 EDT)



Chris Sutton (Mar 24, 2026 11:20:19 EDT)

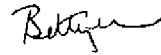
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:35:05 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 15:08:11 EDT)



*Brad Saunders*

**LETTER OF UNDERSTANDING – PRESIDENT CUPE LOCAL 2191**

The following represents the agreement reached by the Parties during Labour Negotiations for the renewal of the Collective Agreement which expires March 31, 2026 for the term thereof in relation to the following matter:

Notwithstanding Article 18.05, of the Collective Agreement the employee of the Association who is the President of Local 2191 to represent employees who are covered under the Collective Agreements between the Association and CUPE and its Local 2191, shall be on a leave of absence during the term of the renewed Collective Agreement without loss of seniority. **The President shall receive the highest salary within the Bargaining Unit (currently the Early Childhood Consultant – Step IV classification). If a higher classification is negotiated within the Bargaining Unit, the President’s salary will become that salary. It is understood that all benefits, vacation, sick leave credits, and pension entitlements will be maintained, and in accordance with years of service and seniority where applicable. All related expenses outlined above will be charged to CUPE Local 2191 and will be deducted from the monthly remittances sent to the National Secretary of the Union.** Furthermore, notwithstanding the Collective Agreements, the Union will not submit, and the Association shall not be required to reimburse the Union for any time spent while meeting with the Association. They will notify the Association three (3) months prior to the end of the President’s term. The Association will at that time identify and hold a vacant comparable position **to that which the person held at the time they commenced their term as president.**

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:19:46 EDT)



Chris Sutton (Mar 24, 2026 11:20:19 EDT)

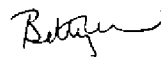
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:35:05 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:08:10 EDT)



*Brad Saunders*

**LETTER OF UNDERSTANDING – JOB QUALIFICATIONS**

This letter of understanding shall be considered as forming part of the Collective Agreement that expires on March 31, 2026, with respect to terms thereof in relation to the following matter:

The Association agrees that if job qualifications are made mandatory by a Ministry, the Association will call a meeting with the Union to discuss implications for members of the bargaining unit. Such meeting shall take place before job qualifications are implemented by the Association unless prior implementation is imposed by a Ministry.

Should job qualifications change, bargaining unit employees will be deemed qualified in their current base position unless the Ministry of Community and Social Services or any other Ministry regulates job qualifications and prohibits employees with deemed qualifications from continuing to perform in specific positions.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:19:46 EDT)



Chris Sutton (Mar 24, 2026 11:20:19 EDT)

**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:38:05 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:08:10 EDT)



*Brad Saunders*

## **LETTER OF UNDERSTANDING – VIOLENCE IN THE WORKPLACE**

The Association has implemented a Workplace Violence Prevention Policy (“Policy”) that has been reviewed by the Joint Health and Safety Committee. The Policy will be reviewed by the Joint Health and Safety Committee on an annual basis and the Joint Health and Safety Committee may provide feedback for the Association’s consideration.

“Workplace Violence” is defined in the Policy as:

- The exercise of physical force by a person against a staff/volunteer, in a workplace, that causes or could cause physical injury to the staff/volunteer.
- An attempt to exercise physical force against a staff/volunteer in a workplace, that could cause physical injury to the staff/volunteer; and
- A statement or behaviour that a worker could reasonably be interpreted as a threat to exercise physical force against the staff/volunteer, in a workplace, that could cause physical injury to the staff/volunteer.

Under the *Occupational Health and Safety Act*, “workplace” means any land, premises, location or thing at, upon, in or near which a worker works.

Dated at Toronto, Ontario this    day of March 2026.

### **FOR THE UNION:**



*Tamara Abdel-Razek*

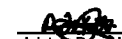


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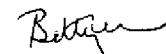
### **FOR THE EMPLOYER:**



Dinatil Faria (Mar 25, 2026 13:35:05 EDT)



Aneliya Arnaudova (Mar 25, 2026 16:09:10 EDT)



*Brad Saunders*

## **LETTER OF UNDERSTANDING – MANDATORY TRAINING**

The Association and Union recognize that employees must complete certain Mandatory Training as required by legislation in view of the work performed by the employees and the services provided by the Association.

The Association currently has a “legislated Mandatory Training Process” (“Process”) which may be amended from time to time. The Process addresses various aspects of Mandatory Training, including notification to employees of pending expiry of training and the consequences for failing to remain up-to-date in all areas of Mandatory Training.

The Letter of Understanding reflects some of the principles and components in the Process.

1. It is the responsibility of each employee to ensure that the employee registers and successfully completes all in-class and on-line Mandatory Training before the employee’s training in the relevant area(s) expires. The Employer will continue to provide training opportunities for staff. If an employee has difficulty registering for any in-class or on-line Mandatory Training, the employee shall contact the IT Helpdesk for assistance.

If it is two (2) months before the expiry of training and the employee has not been able to register for training due to the class(es) being full, the employee shall place their name on the waiting list for the class. The employee shall also notify the employee’s supervisor in writing of the issue. The employee’s supervisor will then assist the employee, to the extent possible, with registering for the in-class training prior to the expiration date.

The Association and Union agree to discuss in Labour Management Committee meetings any issues regarding the number of training opportunities provided.

2. Employees are first notified approximately six (6) months in advance of their legislated mandatory training expiring.
3. Where possible, employees will be provided time at the workplace, including at the Regional Office, and computer access to complete prework and online training.
4. Employees receive their regular rate for time spent in training. However, an employee only receives the employee’s regular rate for online training up to the maximum length of time that the Association has allocated for that training.

5. Overnight staff will not be scheduled to work on the overnight shift prior to or after a full day training.
6. Employees requesting accommodation for training must provide the appropriate medical documentation regarding any requested accommodation to the Association at least four (4) weeks prior to the required training so that the Association can assess any accommodation that may be possible up to the point of undue hardship.
7. Those employees whose legislated mandatory training is not current will be placed on an unpaid leave as outlined in the Process. The Association will automatically register these employees for available legislated mandatory in-class training.
8. Employees who do not attend the legislated mandatory training when registered while on unpaid leave due to expired training shall be deemed as having resigned from their employment unless a reason is provided that is satisfactory to the Association for not attending such legislated mandatory training.
9. When on unpaid leave for training, the training shall be completed within the timelines set out in the Process.
10. Employees who do not pass the respective legislated mandatory training after three (3) attempts shall be placed on an unpaid leave of absence for up to one (1) year and shall have the opportunity to have two (2) further attempts to pass the respective legislated mandatory training. Such employees who do not pass the respective legislated mandatory training after a total of five (5) attempts shall be deemed as having resigned their employment.

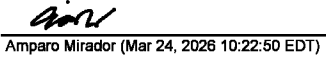
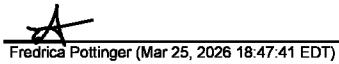
However, an employee who has been placed on an unpaid leave due to expired training who made two (2) or fewer attempts, including no attempts, prior to the unpaid leave shall only have two (2) attempts to pass the respective legislated mandatory training while on the unpaid leave. Such employees who do not pass the legislated mandatory training on those two (2) attempts shall be deemed as having resigned their employment.

Dated at Toronto, Ontario this    day of March 2026.

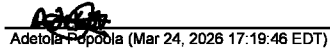
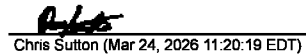
**FOR THE UNION:**



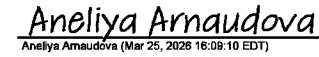
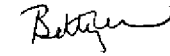
*Tamara Abdel-Razek*

  
Amparo Mirador (Mar 24, 2026 10:22:50 EDT)  
Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

*Venus Ocampo*

  
Adetola Popoola (Mar 24, 2026 17:19:46 EDT)  
Chris Sutton (Mar 24, 2026 11:20:19 EDT)

**FOR THE EMPLOYER:**

  
Dinatil Faria (Mar 25, 2026 13:35:05 EDT)  
Aneliya Arnaudova (Mar 25, 2026 16:08:10 EDT)

*Brad Saunders*

## **LETTER OF UNDERSTANDING – EMPLOYMENT EQUITY**

The Employer and the Union recognize that there are barriers to full participation in employment for certain groups within our community. The parties recognize that an Employment Equity program can serve to eliminate systemic barriers for certain groups including but not necessarily limited to women, people with disabilities, Indigenous, Black and racialized people, people who identify as 2SLGBTQ+. As a result, the parties agree that the Employer shall:

1. Hiring and Advancement – Support employment equity in hiring by meeting with the Union within four (4) months to discuss internal and external recruitment and hiring guidelines to support the hiring and advancement of employees from groups who face systemic barriers.
2. Training – Provide core equity, anti-racist anti-oppression (ARAO) practice training to employees that discusses privilege from an intersectional approach which integrates White privilege and all forms of oppression and privilege that shape values, biases, power relations and perceptions that informs interactions with service users as well as staff.
3. Learning Opportunities – Provide learning opportunities to all employees on an annual basis that are responsive to developments in equity, anti-racist and anti-oppression (ARAO) practice.
4. Engagement and Collaboration – Meet with union (either the executive or any designates of the union responsible for addressing or representing equity deserving groups) on a quarterly basis to generate innovative approaches and review trends and best practices in ARAO. Should either party believe it necessary to meet more than quarterly, requests for meetings shall be made in writing.
5. Data – Undertake reasonable steps to implement the following practices related to Anti-Racism/Equity, Diversity, and Inclusion (AR/EDI) data:
  - AR/EDI surveys at regular intervals for all staff, including Supervisory and all levels of Management staff, including Senior Management, and share the outcomes with the Union.
  - Collect, track, and analyze equity-based and race-based data and share results with Union, including new hires, promotion, and any training.
  - Leverage equity-based and race-based data to inform the implementation of organization strategy, vision, and goals.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



Fredrica Pottinger (Mar 25, 2026 18:47:41 EDT)

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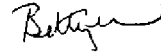
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:35:05 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:09:10 EDT)



*Brad Saunders*

## **LETTER OF UNDERSTANDING – SCHEDULING**

The Employer and the Union agree to the following compromise on issues concerning the use of temporary agency workers, overtime, and hours of work, on a trial basis for the duration of this collective agreement. In the event of any conflict between the terms of the collective agreement and this Letter, the terms of this Letter will apply:

### **1. Contracting Out and Overtime:**

- a. Where the Employer intends to fill a vacant shift in the bargaining unit, it will make best efforts to offer the shift first to qualified bargaining unit employee from the full-time or part-time bargaining unit without violating any Employment Standards restrictions related to time off between shifts and weekly hours of work, even if it would result in overtime.**
- b. Redeployment, float assignment and offers of work without overtime will be exhausted before overtime is offered.**
- c. Once redeployment and float assignments have been exhausted, then non-overtime shifts will be offered to SWI's (in site, then out of site), followed by SWII's and Behavioural Support Associates (in site, then out of site), followed by SWIII's (in site, then out of site). Once this is exhausted the same process will be followed for overtime shifts.**

### **2. Overtime Threshold:**

- a. The Overtime Threshold for employees in the part-time bargaining unit will be 88 hours biweekly.**

### **3. Hours of Work:**

- a. Part-Time Employees will have a regular schedule of 25 hours per week.**
- b. Part-Time Employees who have work permit restrictions limiting their weekly hours will be scheduled for 25 hours per week, or such other maximum as may be permitted by their work permit.**
- c. Relief Employees will work the minimum number of shifts indicated in the Collective Agreement.**

d. Employees working shifts longer than ten (10) hours will be provided with an additional thirty (30) minute meal break during their shift. Meal breaks are to be taken on-site flexibly at times that are consistent with needs of people supported.

4. This LOU shall be revisited at the negotiation of the next Collective Agreement and unless otherwise agreed shall expire with the Collective Agreement.

Dated at Toronto, Ontario this day of March 2026.

FOR THE UNION:



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:22:50 EDT)



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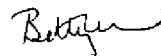
FOR THE EMPLOYER:

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