

# **COLLECTIVE AGREEMENT**

**- between -**

**COMMUNITY LIVING TORONTO**

**- and -**

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

**FULL-TIME**

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

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## **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, save and except supervisors, persons above the rank of supervisor, office and clerical staff, students employed during the school vacation period, persons regularly employed for not more than twenty-four (24) hours per week, 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.
- 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, twenty-two (22) 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, accommodations or return to work.**

**6.07 Scheduling 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 then, 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) calendar 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.

Notwithstanding the foregoing, complaints and grievances concerning alleged Payroll errors may be submitted for consideration within sixty (60) calendar days of the time from which the employee received the pay containing the alleged error.

Union Representatives may become involved in continuous 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 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 the 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 employee 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 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, Article 17 – Vacations. All other terms of the Agreement shall apply as if the employee was a new hire.

10.02 (a) An employee shall be on probation until they have been actively at work for the Association for a total of seven hundred and fifty (750) hours from the date of last hiring. An employee may have their probationary period extended by the mutual agreement between the Employer and the Union on a case-by-case basis. 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 success 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 provide 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 e-mail 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.

10.06 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) When on an approved leave of absence with or without pay that does not exceed forty-five (45) calendar days.
- (b) When on vacation leave.
- (c) When on statutory leave as prescribed, under the *Employment Standards Act, 2000*.
- (d) When on Workplace Safety and Insurance Board Benefits.
- (e) When on short term sick leave up to one hundred and nineteen (119) calendar days.
- (f) When on union business whose salary and all benefit costs are charged to CUPE Local 2191.
- (g) When on long term disability.

10.07 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (a) When on an approved leave of absence with or without pay that exceeds

forty-five (45) calendar days.

- (b) When absent due to layoff.
- (c) When on short term sick leave that exceeds one hundred and nineteen (119) calendar days.

## **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 posting 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, shall 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 20.03 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 At least three (3) weeks prior to the issue of notice of layoff to employees in the bargaining unit, the Association shall notify the Union that a layoff may be necessary. The Union shall have the right to make representations on possible alternatives and the Association agrees to meet with the Union, upon request, to review 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 give an employee not less than eight (8) weeks of layoff and shall endeavour to give ten (10) weeks' notice of layoff 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 73 — 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 are for the purpose of computing overtime and 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 (a) Except Support Worker III and Early Childhood Employees:  
Subject to Article 14.02 b) and Article 14.02 c), the normal daily shift shall be seven and one-half (7½) hours, including a thirty (30) minute paid meal period. Employees not required to eat with residents must provide their own meals.
- (b) Except Support Worker III and Early Childhood Employees:  
Where employees are now working a longer daily shift or whereafter the Association introduces a longer daily shift and a reduction in the number of daily shifts in the working schedule, the provisions set out in this Article and Article 15 governing normal hours of work shall be amended to provide for normal hours of work in accordance with the normal hours of the longer daily shift and overtime shall be compensated in accordance with Article 15.02. It is further agreed that the normal hours of a longer daily shift shall not exceed eleven (11) hours.
- (c) Support Worker III and Early Childhood Consultants:  
The normal work week will be on the basis of one hundred and fifty (150) hours over a four (4) week period with a thirty (30) minute paid meal period each workday. Early Childhood Consultants shall not be scheduled on weekends.
- 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. Requests to exchange shifts shall be submitted in writing to the Supervisor as far in advance of the requested exchange as is practical.
- 14.04 The Association will endeavour to achieve and maintain the following objectives in the formation of working schedules:

1. Subject to the renewal of the “Individualized Support”, “Float Support Worker I”, “Float Support Worker II”, “Float Behavioural Support Associate” LOU’s and the exclusion of these LOUs from the following provisions:
  - (a) The Association will schedule at least two (2) weekends off in a period of four (4) consecutive weeks.
  - (b) The Employer will make reasonable efforts not to schedule employees to work more than five (5) consecutive days except by mutual consent, but in any event will not be scheduled for more than seven (7) consecutive days except by mutual consent.
  - (c) At least eleven and one half (11.5) hours off will be scheduled between shift changes.
  - (d) In each two (2) week period two (2) consecutive days off will be scheduled and split days off will be kept to a minimum.
  - (e) Split shifts will not be scheduled.
  - (f) Where five (5) consecutive days of work are scheduled, they will be followed by a minimum of two (2) consecutive days off.
  
- 14.05 All employees in the classification of Support Worker I, Support Worker II, and Support Worker III shall support individuals in service **in all programs**.
  
- 14.06 The Association shall maintain a complement of staff adequate to fulfil shift scheduling objectives.
  
- 14.07 The Association will endeavour to post the working schedules one (1) month in advance of the scheduled shifts.
  
- 14.08 The Association agrees to continue its present practice of providing a paid fifteen (15) minute break period during each half of the workday.

### **ARTICLE 15 – OVERTIME**

**During the life of the collective agreement this section is modified by LOU Scheduling on page 73 — Please refer to that LOU for confirmation of terms related to hours of work.**

15.01 (a) Except Support Worker III and Early Childhood Employees

If an employee whose normal daily shift is seven and one-half (7½) hours is authorized to work in excess of their normal hours in anyone day or one hundred and fifty (150) hours averaged over a four (4) week period, they will be entitled to receive an overtime premium which shall be compensated by either of a) or b) as outlined below at the discretion of the Association.

(b) Support Worker III and Early Childhood Employees

If an employee is authorized to work in excess of their regular hours as set out in Article 14, they will be compensated by either of i) or ii) as outlined below at the discretion of the Association.

a) Payment of overtime premium at the rate of one and one-half (1½) 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 (1½) times the time so worked, such time to be taken within ninety (90) days of the time so worked. Lieu time that 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).

15.02 For employees working longer daily shifts, overtime shall be compensated when the overtime worked is more than the normal hours of the longer daily shift or if the employee works more than one hundred and fifty (150) hours averaged over a four (4) week period.

15.03 Notwithstanding Article 14.04.1 c), overtime hours worked are those hours that are consecutively worked in addition to those hours worked in any one shift provided that the employee's shift is at least seven and one-half (7½) hours.

15.04 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.

15.05 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.

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

15.07 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 with pay:

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

One (1) floating holiday on a day to be determined by the employee with approval of their supervisor, to be taken between January 1 and December 31 each year and not carried forward to the following year.

- 16.02 To be eligible for holiday pay an employee must work their full work day immediately preceding such holiday and their full work day immediately following such holiday, unless absent through proven illness or with the permission of the immediate Supervisor.
- 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 holidays. Prior to the observance of the respective religious holiday, the employee shall provide at least ninety (90) days written notice to the Association. Any absences permitted in accordance with this provision shall be a rescheduled day, vacation day, floating holiday, lieu time or day off without pay.
- 16.04 Should one (1) or more holidays as set out in Section 16.01 occur during an employee's vacation, such vacation shall be extended by that number of days.
- 16.05 Should any of the above holidays listed in Article 16.01 fall on a day when an employee is not regularly scheduled to work, the employee shall be given a day off in lieu of said holiday within forty-five (45) calendar days, which shall be arranged by mutual decision of the employee and their Supervisor.
- 16.06 An employee who is eligible for a holiday listed in Article 16.01 in accordance with the above conditions and who performs work for the Association on a holiday which is their regularly scheduled day of work shall be paid at the rate of two (2) times their regular rate of pay and be given another day off with pay in lieu of said holiday within forty-five (45) calendar days, which shall be arranged by mutual decision of the employee and their Supervisor.
- 16.07 An employee who is eligible for a holiday listed in Article 16.01 in accordance with the above conditions and who performs work for the Association on a holiday which is not their regularly scheduled day of work shall be paid at the rate of one and one-half (1½) times their regular rate of pay and given two (2) days off with pay in lieu of said holiday and scheduled day off within forty-five (45) calendar days, which shall be arranged by mutual decision of the employee and their Supervisor.
- 16.08 For the purposes of the application of this Article, only scheduled shifts which commence on a holiday shall be deemed to be worked on a holiday.

- 16.09 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.

## **ARTICLE 17 – VACATIONS**

- 17.01 Each employee shall earn vacation time and vacation pay as follows:

<b>Completed years of continuous employment</b>	<b>Vacation time accrued per year</b>	<b>Vacation pay accrued per month</b>
Completion of 1 year	112.5 hours	9.375 hours
Completion of 6 years	150 hours	12.5 hours
Completion of 15 years	187.5 hours	15.625 hours

It being understood that for newly hired employees, upon completion of six (6) months of continuous active employment an employee may receive up to seven (7) days' vacation of the foregoing entitlement.

- 17.02 Vacation credits shall not accrue beyond the equivalent of eighteen (18) months credit. The Association shall send each employee a memo three (3) months prior to the employee attaining their eighteen (18) month vacation credit.
- 17.03 An employee who voluntarily leaves the employ of the Association for any reason shall be entitled to receive any unpaid vacation pay which is accrued to their date of separation unless they leave without giving two (2) weeks' notice of termination in which case they shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.
- 17.04 The employee shall provide the Association with a minimum of two (2) months and five (5) working days' notice in writing of their preferred vacation period.

The Association agrees to respond in writing to such a request two (2) months prior to the vacation period requested. Notwithstanding the foregoing, should the employee submit a vacation request in writing with less than two (2) months' notice, the Association shall respond in writing within five (5) working days from the date of the request. The Association will make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning scheduling of vacations resides with the Association. Should more than one employee desire the same vacation time, such vacation time shall be

granted according to seniority.

- 17.05 Vacations for overnight awake staff shall be computed on the basis of the seven and one-half (7½) hour day, and total entitlement of days shall be in accordance with the number of years service laid down in this Article.
- 17.06 In locations having more than eight (8) employees, excluding the supervisor, overlapping of vacation times will be allowed, provided the operational requirements of the Association are not affected and such permission shall not be unreasonably withheld.
- 17.07 The Association agrees to maintain and post an updated vacation schedule at each Association operated location.

#### **ARTICLE 18 – LEAVE OF ABSENCE WITH PAY (SICK LEAVE)**

- 18.01 One hundred and thirty-five (135) hours of paid sick leave shall be earned by an employee at the rate of eleven and a quarter (11.25) hours for every month of employment.

An employee shall be permitted to use twenty-five (25) hours per year of their accumulated sick leave for the purpose if illness, injury, medical emergency or other urgent matter relating to the following persons: their spouse, parent, step-parent, foster-parent, child, step-child, **spouse's child**, foster-child, grandparent, step-grandparent, grandchild, or step-grandchild of the employee or the employee's spouse; spouse of the employee's child, brother or sister of the employee; or relative of the employee who is dependent on the employee for care or assistance.

- 18.02 All unused sick leave may be accumulated to the credit of the employee up to a maximum of six hundred and thirty-seven and one half (637.5) hours. Sick leave banks for those employees who had more than six hundred and thirty-seven and one half (637.5) sick leave hours on December 10, 2000, will be reduced when sick leave hours are taken. For these employees, there will be no sick leave accrual until the employee has less than six hundred and thirty-seven and one half (637.5) sick leave hours in the employee's sick leave bank and shall not exceed six hundred and thirty-seven and one half (637.5) sick leave bank hours thereafter.

An employee will be entitled to utilize only the number of sick leave hours in an employee's sick leave bank required to qualify for Long Term Disability

Insurance eight hundred and ninety-two and one half (892.5) hours equivalent to (one hundred and nineteen (119) calendar days). An employee will retain any unused sick leave hours in their sick leave bank.

An employee returning from LTD who has no sick leave hours in their sick leave bank will be credited with thirty-seven and one half (37.5) hours upon their return to employment. Accrual of additional sick leave hours will commence in the second month following the employee's return.

- 18.03 An employee will not normally be required to produce proof of illness in the form of a medical certificate acceptable to the Association for any absence up to three (3) working days. However, the Association may require such proof for a shorter period of absence where it has cause to believe such leave is being abused. **Notwithstanding the foregoing, an employee will not be required to produce a medical certificate to substantiate entitlement to the first three days of sick leave taken in a calendar year.**
- 18.04 The Association shall continue an employee's salary based on their pre-accident earnings for the period that the employee is in receipt of Workplace Safety and Insurance Board loss of earnings benefits. While in receipt of salary from the Association, loss of earnings benefits shall be payable to the Association. Salary shall continue until the Board initially determines that suitable work has been provided to the employee or that a Labour Market re-entry assessment is required, whichever occurs first. It is understood that modified work or graduated return to work programs will be provided at the employee's pre-accident salary.
- 18.05 A record of all unused sick leave shall be kept by the Association and during the month of January of each year, each employee shall be given a statement of their accumulated sick leave.
- 18.06 An employee shall be permitted to use twenty-five (25) hours per year of their accumulated sick leave for the purpose of illness, injury, medical emergency or other urgent matter relating to the following persons: their spouse, parent, step-parent, foster-parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse; spouse of the employee's child, brother or sister of the employee; or relative of the employee who is dependent on the employee for care or assistance.

## **ARTICLE 19 – BEREAVEMENT LEAVE**

19.01 An employee will be allowed a minimum of three (3) consecutive working days without loss of pay, and at the discretion of the Association up to ten (10) consecutive working days without loss of pay, in order to make arrangements for and attend the funeral of a member of their immediate family. Such discretion shall be exercised in an impartial and consistent manner.

Immediate family means: **parent, sibling, spouse, child, parent or sibling of spouse, grandparents, aunt and uncle.**

19.02 An employee will be granted one (1) day without loss of pay in order to attend the funeral of the **spouse of their child**, spouse's grandparents or grandchild.

## **ARTICLE 20 – LEAVE OF ABSENCE**

20.01 (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. Such leaves of absence may be granted for personal reasons. Permission for such leave shall not be unreasonably withheld. 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.

### 20.02 Union Business Leave

a) 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.**

b) 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.

c) 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.

20.03 Pregnancy and Parental Leave

i) When Human Resources receives a request for pregnancy or parental leave, the employee shall be forwarded a summary of the legislation available to the Association with which to conform.

ii) Pregnancy and Parental Leave will be granted in accordance with the provisions of the *Employment Standard 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* 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.
- iii) A leave of absence with pay for the parent who did not give birth or an adoptive parent shall be granted for fifteen (15) hours. The employee will inform the Association at least one (1) month before the desired leave of absence, which may be before and/or after the birth or the date of adoption. On request, the employee will supply a medical report confirming that their spouse is pregnant and indicating the anticipated date of delivery or a report confirming the date of adoption.

(c) Benefits

- i) The Association shall continue to pay its share of the group employee benefit premiums for extended health care, vision care, dental, group life and pension for the period of time as specified by the *Employment Standards Act, 2000* as amended from time to time.

ii) Payment will be made to the Association by the employee providing a cheque on the first (1<sup>st</sup>) day of each month while on leave for the appropriate amount to cover the employee's share of the premiums for that particular month. No contribution for any group employee benefits will be made by the Association during the period of the leave of absence which exceeds the period as specified in the *Employment Standards Act, 2000* as amended from time to time.

(d) When an employee's pregnancy and/or parental leave ends, the Association shall reinstate the employee to the position most recently held with the Association if it still exists or to a comparable position if it does not.

20.04 If an employee is required to serve as a juror or crown witness in a court of law they shall not lose any pay for the necessary time required for such service, provided that the amount paid to the employee for such service is promptly repaid to the Association. The employee shall present proof of service and shall notify their Supervisor immediately following receipt of the notification that they will be required to attend court as a juror.

20.05 Employees absent from work for any continuous period of forty-five (45) calendar days or more, other than a period of vacation leave, shall not earn vacation or sick leave credits during the period of any such absence and anniversary dates shall be adjusted accordingly. Notwithstanding the above, employees absent from work for pregnancy or parental leave or on union business whose salary and all benefit costs are charged to CUPE Local 2191, shall during the statutory leave period of time specified in the *Employment Standards Act* be entitled to accrue vacation credits as outlined in Article 17 for the said period.

In addition, the Association shall not be required to contribute to the payment of Health and Welfare Benefits provided under this Collective Agreement during any such absence except when employees are in receipt of paid sick leave from the Association and unless otherwise provided. Employees desirous of maintaining this protection through the Association must arrange payment of premiums for all Health and Welfare Benefits provided under this Collective Agreement.

20.07 (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 is qualified.

## **ARTICLE 21 – ANNUAL SALARIES**

- 21.01 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.
- 21.02 An employee who is temporarily assigned to perform all of the responsibilities and duties of a higher rated classification for at least three (3) full consecutive shifts shall be paid at the entry rate of the higher rated classification or at that step in the range of the higher rated classification that appropriately represents an increase in pay. An employee shall obtain approval from their immediate Supervisor before undertaking such assignment.
- 21.03 Employees temporarily transferred to a lower rated classification for the convenience of the Association shall not suffer a reduction in pay.
- 21.04 Where an employee has been placed in a temporary job and that job becomes available permanently, the Association shall fill the job in accordance with Article 11, Job Posting. Further, should the employee who has filled the job temporarily be selected and accept the job permanently, the time worked in the temporary job will be credited toward progression through the salary grid. The probation or trial period will begin with the confirmation of the permanent job.

## **ARTICLE 22 – CALL-IN PAY**

- 22.01 Employees normally scheduled for daily shifts of seven and one-half (7½) hours or who work longer daily shifts and 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 employee's regular straight time rate of pay, with a minimum compensation of two hours (2), or at the employee's overtime rate for the hours in attendance, if applicable, as outlined in Article 15 of this Collective Agreement, whichever is greater.
- 22.02 Employees normally scheduled for daily shifts of seven and one-half (7½) hours or who work longer daily shifts and 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, whichever is greater.

## **ARTICLE 23 – WELFARE**

- 23.01 (a) Each employee covered by this Agreement shall join the Group Life, Long Term Disability Insurance, Extended Health, and basic Standard Vision Care Benefits plans currently in effect in accordance with the regulations and conditions of the policies providing such plans.
- (b) The Association shall pay one hundred percent (100%) of the billed premiums for coverage in the plans enumerated in 23.01 a) except as otherwise provided by this Collective Agreement and except for the basic Standard Vision Care Benefit for which the Association shall pay fifty percent (50%) of the billed premiums for coverage with the remaining fifty percent (50%) paid by employees through payroll deduction.
- (c) Eligibility for payment of benefits out of the plans enumerated above shall be subject to the terms of the policies providing such benefits.

Each employee shall be provided with a brochure outlining the terms and conditions of the above plans and the plan enumerated under Article 23.03. At the discretion of the Association amendments to the group benefits brochure will be produced and distributed.

### 23.02 Pensions

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.

- 23.03 The Association shall pay fifty percent (50%) of the billed single premium or of the billed family premium, whichever applies for each employee, for coverage of a basic dental plan based on the 2022 Ontario Dental Association fee schedule effective the date of Ratification.

- 23.04 Vision care benefit coverage will be up to a maximum **four hundred and fifty dollars (\$450) plus examination** for eligible expenses for eye glasses/ contact

lenses every twenty-four (24) month period.

- 23.05 All employees shall be covered by the Workplace Safety and Insurance Act.
- 23.06 Notwithstanding Article 23.01, employees shall pay one hundred percent (100%) of the billed premiums for the Long Term Disability Insurance Plan provided under Article 23.01 a). Further, the Long Term Disability Insurance Plan shall be amended effective April 1, 1997, to provide sixty-six and two thirds ( $66\frac{2}{3}$ ) of an employee's monthly earnings, up to a maximum of eighty percent (80%) of pre-disability earnings (net of income taxes) from all sources. The Plan shall be further amended effective April 1, 1997, to include a pre-existing condition clause and not to include a cost of living allowance provision.
- 23.07 Notwithstanding Article 23.01 a), effective April 1, 1997, the Extended Health Plan will be amended to reflect that this benefit will provide for prescription drugs but not prescribed drugs. Effective the date of Ratification, the maximum reimbursement on the dispensing fee for prescription drugs shall be up to ten dollars (\$10.00). Employees shall be provided with a Pay-Direct drug card. The Plan, effective April 1, 1997, will not provide for Semi-Private Hospital Coverage except for Chronic Care and Convalescent Care as defined and provided for in the Group Benefits Policy.

#### **ARTICLE 24 – REIMBURSEMENTS**

- 24.01 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.
- 24.02 The Association agrees to pay 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.
- 24.03 The Association shall provide an insurance policy covering all staff who are authorized to drive their own cars while they are working on a program 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 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.

24.04 The Association agrees to pay an employee a flat amount of twenty dollars (\$20.00) per month for provision of required automobile insurance if:

- (a) the employee has been authorized to use their own automobile for Association business as outlined in 24.01; and,
- (b) the employee averages in excess of one thousand (1,000) kilometers a month approved business automobile travel over a three (3) month period.

**24.05 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 25 – LABOUR MANAGEMENT COMMITTEE**

25.01 The Association and the Union recognize the need and importance of maintaining a dialogue between employees and management. To this end, up to three (3) representatives of the Association shall meet with up to three (3) representatives of the Local Union Executive in total to represent all Full-Time and Part-Time Bargaining units not less than six (6) times per calendar year, at times mutually agreed upon by the parties. The purpose of the meetings will be to discuss matters of mutual concern to those in attendance. It is expressly understood that any individual matter that could be processed pursuant to the Grievance or Arbitration Procedures provided under this Agreement shall not be discussed at these meetings. Members of the Local Union Executives and members of the Labour Management Sub- Committees required to attend meetings will be compensated while meeting with members of management at their regular straight-time hourly rate. In the event that additional hours are worked in their job classification in any one work day as determined by the Association, time off at straight time will be provided.

## **ARTICLE 26 – OCCUPATIONAL HEALTH & SAFETY**

26.01 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.

### 26.02 **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 27 – LEGAL**

27.01 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 28 – ORIENTATION**

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

- (a) Consultation with the Supervisor, and other professional staff involved with the appropriate programme.
- (b) A tour of the programme/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.
- (c) 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.

28.02 The Association agrees to make available the last one-half ( $\frac{1}{2}$ ) hour before the lunch break during the Association Wide Staff Orientation (Article 28.01) a room for one-half ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) hour specified above is available during the half ( $\frac{1}{2}$ ) hour prior to the lunch break, of the Association Wide Staff Orientation scheduled by the Association. Employees will only be paid for the half ( $\frac{1}{2}$ ) 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 29 – TRANSFER ORIENTATION**

**29. 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 30 – PROFESSIONAL DEVELOPMENT**

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

30.02 An employee may be granted, at the discretion of the Association, up to five (5) working days per calendar year in order that may attend professional

development courses. Such leave shall be without loss of pay and expenses, pre-authorized by the Association, in writing, shall be borne by the Association.

- 30.03 Employees shall receive as payment for successful completion of a course approved by the Chief Executive Officer or their designate an amount equal to one hundred percent (100%) of the course fee to a maximum of three hundred dollars (**\$400.00**) per contract year. Such approval shall be obtained prior to course registration.
- 30.04 (a) The Association may, in its discretion grant a leave of absence with or without pay for educational reasons. Permission for such leave 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 31 – GENERAL CONDITIONS**

- 31.01 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.**
- 31.02 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 notification 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.
- 31.03 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.
- 31.04 An employee may request, in advance, the examination of the Human Resources' file of 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.

- 31.05 If a group home is to be closed for a resident vacation time, the Association shall endeavour 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, or shall use vacation, lieu time, or the floating holiday for the residents vacation period subject to the provisions of the Collective Agreement.
- 31.06 The Association will reimburse an eligible employee for the purchase of Safety Boots to a maximum of fifty dollars (\$50.00) per contract year upon submission of a receipt. The Association will determine the classifications of employees eligible for reimbursement. The wearing of Safety Boots will be compulsory in those classifications.
- 31.07 For the purpose of this Agreement, email communication will be accepted where any communication in this Agreement is to be in written format.
- 31.08 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.
- 31.09 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 32 – DURATION**

- 32.01 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.
- 32.02 Negotiations will begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.
- 32.03 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 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

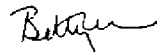
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)



*Brad Saunders*

**SCHEDULE "A"**

**FULL-TIME UNION**

**Annual Salary Schedule**

**Effective April 1, 2024**

**(Adjusts Annual Salary Schedule by \$0.60)**

**(UPDATED WAGE GRID)**

	Classification	Job Code	Step I	Step II	Step III	Step IV
1	Handyperson (02A)	UNN002	\$34,785	\$35,983	\$37,183	\$38,382
	Cook I (02C)	UNN004	\$36,403	\$37,682	\$38,966	\$40,249
	Housekeeper I (02B)	UNN003	\$36,403	\$37,682	\$38,966	\$40,249
2	Cook - Housekeeper (02D)	UNN005	\$36,530	\$37,786	\$39,045	\$40,305
	Support Worker I (03C) (special wage increase- \$0.40 year 1)	UNN033, UNN034 (ONA), UNN038 (Float) UNNFS1 (FSWI) UNNFS2 (FONA)	\$43,850	\$45,071	\$46,294	\$47,515
	Cook II (03D)	UNN010	\$38,066	\$39,432	\$40,020	\$42,162
	Housekeeper II (004)	UNN011	\$39,335	\$40,650	\$41,967	\$43,282
3	Support Worker II (05D)	UNN031 (ISP), UNN035	\$50,425	\$52,021	\$53,617	\$55,191
5	Behaviour Support Associate (05G)	UNN044, UNN043 (ONA)	\$54,561	\$56,162	\$57,760	\$59,320
	Support Worker III (07B)	UNN037	\$54,933	\$56,648	\$58,363	\$60,079
	Behaviour Support Technician (07B)	UNN045	\$54,933	\$56,648	\$58,363	\$60,079
7	Early Childhood Consultant (009)	UNN029	\$60,710	\$63,376	\$66,044	\$69,211

*Based on 1950 hours.*

Hourly Rate Equivalent

	Classification	Job Code	Step I	Step II	Step III	Step IV
1	Handyperson (02A)	UNN002	\$17.8385	\$18.4531	\$19.0683	\$19.6834
	Cook I (02C)	UNN004	\$18.6686	\$19.3246	\$19.3826	\$20.6406
	Housekeeper I (02B)	UNN003	\$18.6686	\$19.3246	\$19.3826	\$20.6406
2	Cook - Housekeeper (02D)	UNN005	\$18.7335	\$19.3779	\$20.0234	\$20.6694
	Support Worker I (03C) (special wage increase- \$0.40/hour/ year 1)	UNN033, UNN034 (ONA), UNN038 (Float) UNNFS1 (FSWI) UNNFS2 (FONA)	\$22.2875	\$23.1136	\$23.7408	\$24.3669
	Cook II (03D)	UNN010	\$19.5213	\$20.2217	\$20.5235	\$21.6219
	Housekeeper II (004)	UNN011	\$20.1720	\$20.8462	\$21.5220	\$22.1963
3	Support Worker II (05D)	UNN031 (ISP), UNN035	\$25.8594	\$26.6775	\$27.4961	\$28.3032
5	Behaviour Support Associate (05G)	UNN044, UNN043 (ONA)	\$27.9805	\$28.8021	\$29.6208	\$30.4206
	Support Worker III (07B)	UNN037	\$28.1709	\$29.0507	\$29.9300	\$30.8098
	Behaviour Support Technician (07B)	UNN045	\$28.1709	\$29.0507	\$29.9300	\$30.8098
7	Early Childhood Consultant (009)	UNN029	\$31.1336	\$32.5009	\$33.8692	\$35.4929

**SCHEDULE "A"**

**FULL-TIME UNION**

**Annual Salary Schedule**

**Effective April 1, 2025**

**(Adjusts Annual Salary Schedule by \$0.60)**

**(UPDATED WAGE GRID)**

	Classification	Job Code	Step I	Step II	Step III	Step IV
1	Handyperson (02A)	UNN002	\$35,955	\$37,154	\$38,353	\$39,553
	Cook I (02C)	UNN004	\$37,574	\$38,853	\$40,136	\$41,419
	Housekeeper I (02B)	UNN003	\$37,574	\$38,853	\$40,136	\$41,419
2	Cook - Housekeeper (02D)	UNN005	\$37,700	\$38,957	\$40,216	\$41,475
	Support Worker I (03C) (special wage increase- \$0.40 year 1)	UNN033, UNN034 (ONA), UNN038 (Float) UNNFS1 (FSWI) UNNFS2 (FONA)	\$45,021	\$46,242	\$47,465	\$48,685
	Cook II (03D)	UNN010	\$39,236	\$40,602	\$41,968	\$43,333
	Housekeeper II (004)	UNN011	\$40,505	\$41,820	\$43,138	\$44,453
			\$39,335	\$40,650	\$41,968	\$43,283
3	Support Worker II (05D)	UNN031 (ISP), UNN035	\$51,596	\$53,191	\$54,787	\$56,361
5	Behaviour Support Associate (05G)	UNN044, UNN043 (ONA)	\$55,732	\$57,332	\$58,931	\$60,490
	Support Worker III (07B)	UNN037	\$56,103	\$57,819	\$59,533	\$61,249
	Behaviour Support Technician (07B)	UNN045	\$56,103	\$57,819	\$59,533	\$61,249
7	Early Childhood Consultant (009)	UNN029	\$61,881	\$64,547	\$67,215	\$70,381

*Based on 1950 hours.*

	Classification		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
3	Operator (U36 - 004)	U40001	\$36,533	\$37,739	\$38,915	\$40,129	\$41,314

*Based on 1872 hours*

Hourly Rate Equivalent

	Classification	Job Code	Step I	Step II	Step III	Step IV
1	Handyperson (02A)	UNN002	\$18.4385	\$19.0531	\$19.6683	\$20.2834
	Cook I (02C)	UNN004	\$19.2686	\$19.9246	\$20.5826	\$21.2406
	Housekeeper I (02B)	UNN003	\$19.2686	\$19.9246	\$20.5826	\$21.2406
2	Cook - Housekeeper (02D)	UNN005	\$19.3335	\$19.9779	\$20.6234	\$21.2694
	Support Worker I (03C) (special wage increase-\$0.40/hour/ year 1)	UNN033, UNN034 (ONA), UNN038 (Float) UNNFS1 (FSWI) UNNFS2 (FONA)	\$23.0875	\$23.7136	\$24.3408	\$24.9669
	Cook II (03D)	UNN010	\$20.1213	\$20.8217	\$21.5221	\$22.2219
	Housekeeper II (004)	UNN011	\$20.7720	\$21.4462	\$22.1220	\$22.7963
	Support Worker II (05D)	UNN031 (ISP), UNN035	\$26.4594	\$27.2775	\$28.0961	\$28.9032
5	Behaviour Support Associate (05G)	UNN044, UNN043 (ONA)	\$28.5805	\$29.4012	\$30.2208	\$31.0206
	Support Worker III (07B)	UNN037	\$28.7709	\$29.6507	\$30.5300	\$31.4098
	Behaviour Support Technician (07B)	UNN045	\$28.7709	\$29.6507	\$30.5300	\$31.4098
7	Early Childhood Consultant (009)	UNN029	\$31.7336	\$33.1009	\$34.4692	\$36.0929

	Classification		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
3	Operator (U36 - 004)	U40001	\$19.5152	\$20.1598	\$20.7880	\$21.4364	\$22.0696

**SCHEDULES “A”, “B” AND “C” – NOTES**

1. Advancement through salary classification range shall be based upon attainment of next anniversary date to 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 assumes their promotion.
2. Upon promotion to a higher classification in a higher band, an employees shall be placed on a step in the salary range of the higher classification which represents an increase in salary which is at least equal to the increment in the higher classification.
3. An employee who changes classifications within the same band will be placed at the next highest step 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 classification, the employee will be placed at the maximum step of
4. The employee's new classification.

**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 Agency 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:**



**FOR THE EMPLOYER:**

*Dinatil Faria*  
Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Tamara Abdel-Razek*

Aneliya Arnaudova  
Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)

*Amparo*  
Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Bethany*

Fredrica Pottinger  
Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Brad Saunders*

*Venus Ocampo*

*Adetola*  
Adetola Popoola (Mar 24, 2026 17:17:56 EDT)

*Chris*  
Chris Sutton (Mar 24, 2026 11:15:55 EDT)

**LETTER OF UNDERSTANDING – REHIRES**


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:

Where the Association decides to rehire a former employee, the salary upon rehire may be higher than Step 1 on the salary grid according to the following:

1. The employee must be rehired within four (4) years of the last termination date.
2. Should the employee return to a classification equivalent to their last permanent classification, will be placed at the step which corresponds to the step of the grid at the time of termination. The anniversary date will be the date of rehire.
3. Should the employee return to a lower rated position, will be placed at the next higher step of the lower classification or the maximum of the lower classification whichever is lower. The anniversary date will be the date of rehire.
4. Should the employee return to a higher rated position, will be placed at a step of the higher classification as if was receiving a promotion from their last permanent position. The anniversary date will be the date of rehire.

Dated at Toronto, Ontario this      day of March, 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

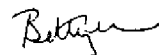
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 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 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 April 1, 2023:

	<b>Classification</b>	<b>Job Code</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3	Operator (U36 - 004)	U40001	\$35,409	\$36,616	\$37,792	\$39,006	\$40,191

- 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:

	<b>Classification</b>	<b>Job Code</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3	Operator (U36 - 004)	U40001	\$18.9152	\$19.5598	\$20.1880	\$20.8364	\$21.4696

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 10:27:20 EDT)

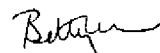
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*


Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)




Fredrica Pottinger  
Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Brad Saunders*

*Venus Ocampo*

  
Adetola Popoola (Mar 24, 2026 17:17:56 EDT)

  
Chris Sutton (Mar 24, 2026 11:15:55 EDT)

**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 20.08, 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 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

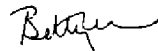
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)



*Brad Saunders*

**LETTER OF UNDERSTANDING – ROUTINE MEDICAL APPOINTMENTS**

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 use of sick leave for routine medical appointments as follows.

Notwithstanding Article 18.06 of the Collective agreement, an employee shall be permitted to use the two (2) days per year of their sick leave bank that are permitted for the purpose of immediate family care, to also be permitted for the purpose of the employee's routine medical appointments including dental appointments. When scheduling appointments, employees are to consider the least impact on their working schedule.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**

**FOR THE EMPLOYER:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



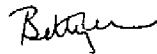
Chris Sutton (Mar 24, 2026 11:15:55 EDT)

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)



*Brad Saunders*

**LETTER OF UNDERSTANDING – FLOAT SUPPORT WORKER I, FLOAT SUPPORT WORKER II AND FLOAT BEHAVIOURAL SUPPORT ASSOCIATE**

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 purpose of filling vacant shifts at multiple locations it is understood that a Float Support Worker I and Float Support Worker II – Treatment employee will be scheduled shifts in accordance with the On-Call Division (the dividing line being East or West Yonge Street), unless the employee agrees to be scheduled in both divisions. In that regard, the Parties agree to the creation of a Full-Time permanent position of Support Worker I – Floater and Support Worker II – Treatment Floater.

The position of Floater shall be in salary band according to their SWI or SWII status paid at the applicable salary range.

The normal work week will be on the basis of one hundred and fifty (150) hours averaged over a four (4) week period with a thirty (30) minute paid meal period each workday.

Article 14.04 1. shall not apply.

Notwithstanding the posted schedule, location assignment may change as determined by the Association. All other provisions of the Collective Agreement shall apply.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Venus Ocampo*



Adela Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

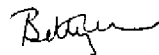
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 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 10:27:20 EDT)

Fredrica Pottinger

Fredrica Pottinger (Mar 24, 2026 12:38:14 EDT)

Venus Ocampo



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

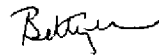
**FOR THE EMPLOYER:**

Dinatil Faria

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

Aneliya Arnaudova

Aneliya Arnaudova (Mar 25, 2026 16:10:29 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:**

**FOR THE EMPLOYER:**



Dinatil Faria  
Dinatil Faria (Mar 25, 2026 13:42:04 EDT)

Tamara Abdel-Razek

Aneliya Arnaudova  
Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)



Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

Fredrica Pottinger  
Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

Brad Saunders

Vanessa Ocampo



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

## **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 10:27:20 EDT)

**FOR THE EMPLOYER:**



Dinatil Faria (Mar 25, 2026 13:40:04 EDT)




Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)




*Fredrica Pottinger*  
Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Brad Saunders*

*Venus Ocampo*

  
Adetola Popoola (Mar 24, 2026 17:17:56 EDT)

  
Chris Sutton (Mar 24, 2026 11:15:55 EDT)

**LETTER OF UNDERSTANDING – INDEPENDENT MEDICAL EXAMINATIONS**

The following will continue with the current practice of Independent Medical Evaluations as follows:

In cases of prolonged sick leave, the Association may require that the employee participate in an independent medical evaluation (“IME”) to assist in determining their level of impairment and/or functionality, restrictions and limitations, ability to return to work and perform the demands of the job. The Association shall pay for the cost of the IME.

The Association will continue with the current practice of WSIB Top-up and Advances as follows:

The Association shall Advance an employee’s salary based on their pre-accident earnings for the period that loss of earnings benefits is approved by the Workplace Safety & Insurance Board (“WSIB”). This Advance shall not exceed the employee’s available sick leave credits.

The Association’s above noted Advance shall cease when the employee returns to work subsequent to the injury, or as of the date the Association has provided the employee with an offer of work that has been determined to be suitable by WSIB.

Where the employee has been provided with the above noted Advance and such Advance exceeds the loss of earnings benefits approved by the WSIB, the employee is required to repay the Association the amount of the advance that is in excess of the Loss of Earnings benefits approved by WSIB.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

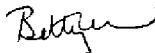
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)



*Brad Saunders*

## **LETTER OF UNDERSTANDING – INDIVIDUALIZED SUPPORT – FULL-TIME**

The purpose of this letter is to confirm the terms and conditions of individualized support as it relates to Community Living Toronto employees who are covered by the terms of the Collective Agreement between the Association and the Union.

The Association and the Union do hereby agree to the following:

1. The term of this Agreement will be from the date of ratification, up to and including March 31, 2026. The parties agree to meet no less than every six (6) months to review issues related to individualized support. These reviews shall be held at Labour Management meetings.
2. The position of Full-Time Individualized Support Worker II is for specific individualized support placements as determined by the Association.

The annual salary for the Full-Time Individualized Support Worker II will be that of Support Worker II based on 1950 working hours annually. Advancement through this salary range will be in accordance with the Full-Time Collective Agreement.

Full-Time employees covered under the Full-Time Collective Agreement, immediately prior to participating in individualized support, who work under this Agreement as a Full-Time Individualized Support Worker II, shall be covered under the terms of the Full-Time Collective Agreement, unless otherwise stated herein.

Part-Time and/or Relief and/or external applicants who work full-time in individualized support as a Full-Time Individualized Support Worker II, shall be covered under the terms as set out in the Part-Time Collective Agreement, unless otherwise stated herein.

Provided that a Full-Time Temporary Individualized Support Worker II has been continuously employed for two (2) consecutive years in that classification, such employee shall be covered under the terms of the Full-Time Collective Agreement which do not conflict with this Letter of Understanding. In the event of a conflict between the terms of the Full-Time Collective Agreement and this Letter of Understanding, the provisions of this Letter of Understanding shall govern.

1. A number of other positions may also be required for individualized support, for example, Support Worker I.

Full-Time employees covered under the terms of the Full-Time Collective Agreement immediately prior to participating in individualized support who work in individualized support in a Full-Time position, other than the Individualized Support

Worker II position, shall be covered under the terms of the Collective Agreement which unless otherwise stated herein.

Part-Time and/or Relief and/or external applicants who work in individualized support in a Full-Time position other than the Individualized Support Worker II position, shall be covered under the terms of the Part-Time Collective Agreement unless otherwise stated herein.

2. Employees from all Bargaining Units will be provided an opportunity to express their interest in participating in positions required for individualized support through a job posting process. Article 11 of the Collective Agreements shall not apply to individualized support.

Instead, a pool of employees will be established by the Association from those qualified employees noted above who express interest in participating in individualized support, based upon the job requirements and qualifications for the positions as determined by the Association. When there is an insufficient number of employees in the pool through the internal posting to allow for the selection process as outlined in paragraph 5, external applicants may be considered by the Association. As additional staff are required for individualized support, further internal postings will be made.

3. Selection for positions under individualized support shall be made from the pool which may include external applicants as outlined in number 4 above, in order to best meet the needs of the Individual in Service and their representative. Such selection shall be made at the discretion of the Association, in consultation with the Individual in Service and their representative.
4. In the event an employee participating in individualized support requests to return to their former position or the Association requests that such employee return to their former position under their respective Collective Agreement, the Association shall return such employee provided:
  - (a) the former position still exists, and
  - (b) the employee participating in individualized support is an employee who has not been terminated from employment.

If the former position does not exist, the provisions of the respective Collective Agreement shall apply.

5. Articles 14 and 15 of the Collective Agreements do not apply to individualized support. Instead, employees participating in individualized support will be covered

under the following Hours of Work and Overtime provisions:

(a) Hours of Work

The days of work shall be Sunday to Saturday to a maximum of one hundred and fifty (150) hours worked averaged over a four (4) week period for employees participating in individualized support (this averages thirty-seven and one half (37½) hours per work week). It is also understood and agreed that the purpose of the foregoing sentence is for computing overtime and shall not be construed as 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.

(b) Overtime

Employees participating in individualized support who work in excess of forty-four (44) hours in each week or one hundred and fifty (150) hours worked averaged over a four (4) week period will be entitled to receive an overtime premium which shall be compensated by either 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 (1½) 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 (1½) times the time so worked, such time to be taken within thirty (30) days of the time so worked. If not taken within thirty (30) days such time shall be paid in accordance with a).

It is understood and agreed that there will be no duplication of premiums or the pyramiding of overtime under individualized support.

6. In the event of lay-off of employees who are covered under the terms of any Collective Agreement between the Association and the Union and who are not participating in individualized support, such employees shall not have access to jobs in individualized support except through the process outlined in paragraph 5 above. As Full-Time positions in individualized support are temporary, no employee shall replace another employee in individualized support or be assigned to the above noted positions in individualized support without the consent of the Association, the Individual in Service and their representative.

7. When an Individualized Support Program (ISP) contract ends after the employee has been added to the seniority list, the employee in question will remain on the seniority list and will have the opportunity to apply for job vacancies that exist and shall have the right to continue to apply for vacancies as they arise for the period of eighteen (18) months following the date the contract ends.

Dated at Toronto, Ontario this    day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:38:14 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)


**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 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 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Venus Ocampo*



Adetola Popoola (Mar 24, 2026 17:17:56 EDT)



Chris Sutton (Mar 24, 2026 11:15:55 EDT)

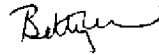
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)



*Brad Saunders*

**LETTER OF UNDERSTANDING – COMPRESSED WORK WEEKS**

1. Despite the terms of the FT Collective Agreements, the parties agree that for the duration of the Collective Agreement the employer may schedule regular shifts of up to twelve and a half (12.5) hours in length.
2. Consistent with current practice, overtime thresholds in the Collective Agreement shall continue to apply. As such, FT employees working scheduled shifts of greater than 11 hours in length will be paid time and a half for hours worked in excess of eleven (11) hours.
3. For FT employees regularly scheduled to work compressed work weeks (i.e., 37.5 hours over less than five (5) days, paid time off (sick/vacation etc.) credits and holiday pay credits will be accrued in such manner as to ensure the employees receive the equivalent value of paid time off hours and holiday pay as employees working non-compressed schedules (i.e., 37.5 hours over a five (5) day period).
4. Any FT employee who held a shift schedule comprised of shifts of eleven (11) hours or less on the date of ratification and whose base location is converted to a schedule comprised of longer shifts, will be given the opportunity to choose between adopting the compressed work week schedule or maintaining shifts of less than eleven (11) hours in length at their location (if practicable based on operational needs) or at another location.
5. Employees who have opted for a compressed work weeks schedule comprised of longer shifts before or after ratification, will continue to be eligible to apply for any non-compressed work week positions that may be posted.
6. 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.
7. 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*

**FOR THE EMPLOYER:**

*Dinatil Faria*  
Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*  
Aneliya Arnaudova (Mar 25, 2026 16:10:29 EDT)

*Amparo*

Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Beth*

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

*Brad Saunders*

*Venus Ocampo*

*Adelora*

Adelora Popoola (Mar 24, 2026 17:17:56 EDT)

*Chris*

Chris Sutton (Mar 24, 2026 11:15:55 EDT)

**LETTER OF UNDERSTANDING – CENTRALIZED BARGAINING**

The Parties agree to hear presentations on and consider participating in a Central Bargaining Table for all CUPE Developmental Service Agencies in Ontario.

Dated at Toronto, Ontario this day of March 2026.

**FOR THE UNION:**



*Tamara Abdel-Razek*



Amparo Mirador (Mar 24, 2026 10:27:20 EDT)

*Fredrica Pottinger*

Fredrica Pottinger (Mar 24, 2026 12:36:14 EDT)

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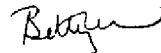
**FOR THE EMPLOYER:**

*Dinatil Faria*

Dinatil Faria (Mar 25, 2026 13:40:04 EDT)

*Aneliya Arnaudova*

Aneliya Arnaudova (Mar 25, 2026 16:10:29 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 SWIs (in site, then out of site), followed by SWIs and Behavioural Support Associates (in site, then out of site), followed by SWIIs (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 full-time bargaining unit will be: 12.5 hours per shift and 88 hours bi-weekly.

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

- a. Full-time Employees that hold a schedule comprised of shifts shorter than 12.5 hours at the time of ratification will not be required to change to a schedule comprised of 12.5- hour shifts, unless they request or accept a new position that has 12.5-hour shifts.
- b. In the event that an employee who works a schedule comprised of shifts shorter than 12.5 hours works at a location that will be shifting to a schedule comprised of 12.5 hour shifts, the employee will be given the opportunity to choose between adopting 12.5 hour shift schedule or maintaining their shorter shift schedule at their location (if practicable based on operational needs) or at another location.

- c. 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.
- d. Employees who have opted for 12.5-hour shift schedules before or after ratification, will continue to be eligible to apply for positions with shorter shifts that may be posted.
- e. Employees working 12.5-hour shifts may be scheduled for seven (7) 12.5 hours shifts over a biweekly period, will work 50 hours one week and 37.5 hours the next week.

4. Accruals:

- a. Employees in the full-time bargaining unit regularly scheduled to work schedules comprised of longer than 7.5-hour shifts will accrue paid time off (sick/vacation etc.) credits and holiday pay credits in such manner as to ensure the employees receive the equivalent total annual value of paid time off hours and holiday pay as employees working schedules comprised of 7.5 hours shifts.

5. 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 10:27:20 EDT)



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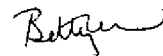
**FOR THE EMPLOYER:**



Dinatil Faria (Mar 25, 2026 13:40:04 EDT)



Aneliya Arnaudova (Mar 25, 2026 16:10:29 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:



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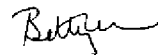
FOR THE EMPLOYER:

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