

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING ESPANOLA
(hereinafter called "the Association" or "the Employer")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2462
(hereinafter called "the Union")

Expiry: 31 March, 2028

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ARTICLE 1 - PURPOSE

1.01 It is purpose of this Agreement:

- a) To maintain harmonious relations between the Employer and the Union and to provide settled and just conditions of employment;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and service;
- c) To encourage efficiency in operations;
- d) To promote the morale, well being and security of all employees in the Bargaining Unit.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The management of facilities operated by the Association and the direction of the working forces are vested exclusively with the Association. Without restricting the generality of the foregoing, the Association retains the sole right to hire, discipline, suspend, discharge, layoff, assign, transfer, promote, demote, classify and recall employees, and to determine work schedules.
- 2.02 The Association agrees that these rights will be exercised in a manner consistent with the terms of this collective agreement.

ARTICLE 3 - RECOGNITION AND SCOPE OF BARGAINING UNIT

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 2462 as the sole and exclusive collective bargaining agent of all employees of Community Living Espanola, save and except, Managers, persons above the rank of Managers and office & clerical staff.
- 3.02 Both parties recognize the importance of volunteers and excluded employees paid via government sponsored grants to the operation of the Association and it is not the intent of either party to limit their use in the Association except where the job security of Association employees may be affected.
- 3.03 No employee shall be required or permitted to make any written or verbal agreements with the Employer or their representative(s), which conflicts with the terms of this agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union.

The Employer will not recognize such person(s) until such authorization is presented.

ARTICLE 4 - NO DISCRIMINATION

4.01 Both parties to this agreement agree that there shall be no discrimination, interference, coercion, exercised or practised with respect to any employee by the Employer, the Union, Representative of the Employer or the Union, or by any employee against any other employee, on the basis of age, race, creed, colour, national origin, religion, political affiliation or activity, sex, sexual orientation, marital or parental status, place of residence, disability, nor by reason of membership or activity in the Union, or lack thereof and in accordance with the Ontario Human Rights Code.

4.02 WORKPLACE VIOLENCE & HARASSMENT

- a) The Employer, the employees and the Union recognize the right of all employees to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority and violence and agree that any of the aforementioned actions will not be tolerated in the work place.

The Employer jointly with the Union will maintain and amend, as required, the Association's policy of Workplace Discrimination and Harassment. The Employer also agrees to make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of harassment in staff or management training sessions.

- b) The Employer and the Union recognize their joint obligation to:

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

- c) Workplace Violence and Harassment Policy & Procedures

The Joint Health and Safety Committee will review the Workplace Violence and Harassment Policy and Procedures and conduct risk assessments on an annual basis. The Policy will only be amended by mutual agreement of the Employer and the Union.

ARTICLE 5 - UNION SECURITY

5.01 The Association agrees to deduct from all employees in the Bargaining Unit an amount equal to the regular monthly dues prescribed by the Union and special levies (excluding fines and penalties) properly established by the National Union. Deductions will be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following the month in which the deductions were made, accompanied by a list of names of employees from whose wages the deductions have been made.

- 5.02 The Association agrees that the amount of Union dues paid by each employee will be included on that employee's income tax slip (T-4).

ARTICLE 6 - DEFINITIONS

6.01

- a) "Direct Support Professional 2" shall be defined as an employee in the Bargaining Unit who is regularly employed for more than thirty-two hours per week.
- b) A Direct Support Professional 1 shall be defined as an employee in the Bargaining Unit regularly employed for at least twenty-six (26) hours per week and not more than thirty-two (32) hours per week and who has made a written commitment to be available on a predetermined basis, as required and determined by the Association, by a predetermined posted schedule.
- c) A Direct Support Professional Nights shall be defined as an employee in the Bargaining Unit who is regularly scheduled for seventy (70) hours per two (2) week period.
- d) A "casual support worker" shall be defined as an employee in the Bargaining Unit who is not regularly scheduled and is called in when needed. This restriction will not apply to casual employees who are replacing regular employees as a result of vacation or sick leave less than ten (10) weeks.

- 6.02 For the purposes of this agreement, "spouse" shall include same-sex spouse and common-law spouse as defined by the Ontario Human Rights Code.

ARTICLE 7 - NO STRIKES, NO LOCKOUTS

- 7.01 In view of the orderly procedures established herein for the disposition of grievances and complaints, the Association agrees that it not cause or direct any lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes for the duration of this Agreement. The terms "strike" and "lockout" shall bear the meanings given them under the *Labour Relations Act*.

ARTICLE 8 - COMMITTEES

The Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to comply with all duties and responsibilities under the OHSA and regulations as may be amended from time to time.

The Employer's policy on Employee Safety will be amended through the Joint Occupational Health & Safety Committee. Points of disagreement concerning the Policy may be subject to the Grievance/Arbitration Process.

8.01 Joint Consultation Committee

- a) The parties hereby agree to appoint two (2) representatives each to a Joint Consultation Committee. The purpose of the Committee shall be to discuss matters of mutual interest. It is understood that such Committee shall have no right to usurp the power of the Negotiating or Grievance Committee. The Committee shall meet at the request of either party at a mutually agreeable time and place. Members shall receive a Notice and Agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Minutes shall be prepared alternatively by the Employer and the Union and a copy shall be forwarded to each of the parties.

Matters of mutual interest which may be discussed may include the following but not limited to:

- 1) additional training and education for employees;
 - 2) employment opportunities for disabled employees.
 - 3) workload (see attached guidelines at end of C.B.A.)
- b) A special meeting of the Joint consultation committee will be established not later than two (2) weeks after the notice of layoff is given to the Union.
- c) Composition of the Committee

The Joint Consultation/redeployment committee shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union. Meetings of the Joint Consultation/Redeployment committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for, which the Union representative(s) shall be paid at their regular or premium rate as, may be applicable. Each

party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

The Employer shall provide to the Committee all pertinent staffing, work organization and financial information.

- d) The Employer and Union, through Joint Consultation, agree to meet to discuss and investigate options for providing information and training on psychological health for employees.

8.02 Stewards

The Association agrees to recognize stewards.

The Union shall notify the Employer in writing, the names of each Steward before the Employer shall be required to recognize them.

8.03 Grievance Committee

The Association agrees to recognize a Grievance Committee consisting of three (3) Union members for the purpose of meeting at Step 2 of the Grievance Procedure. No more than three (3) employees, one (1) being the Grievor, including up to two (2) of the Grievance Committee shall attend at any meeting of the Committee.

It is understood the Union may have the assistance of the National Servicing Representative at any meeting so desired.

8.04 Union Business Time

It is understood that the stewards and representatives on the foregoing committees have their regular duties to perform. Such employees shall not leave their work during their working hours except to perform the duties under this Agreement. Further, such employees shall be required to obtain the agreement of their manager prior to leaving their duties. Stewards and representatives shall not suffer any deduction from their regular pay as a result of attending at any meetings with the Association.

Where such meetings are expected to last less than one-half (1/2) of a shift, the stewards and representatives are not required to find their own replacements.

8.05 Negotiating Committee

- a) A Union Bargaining committee shall be elected and consist of not more than three (3) employees, one of whom may be part-time. The Union will advise the Employer in writing of the Union Representatives to the Committee.
- b) The Employer will advise the Union in writing of the Employer's three (3) representatives to the Committee.
- c) The Association agrees to maintain the salary and benefits of the members of the Union Negotiating Committee for the duration of negotiations up to and including conciliation and the Union agrees to reimburse the Association in the amount of fifty percent (50%) of the cost of such salary and benefits.

In the event that the Union brings in the fourth bargaining committee member, the Union will be responsible to reimburse the Employer for the wages and benefits for the fourth (4th) member.

Should a meeting be cancelled by either party with less than twenty-four (24) hours notice, the party cancelling will be responsible for the salary and benefits of the committee.

- d) It is further understood that at no time shall negotiations take place without the attendance of a National Representative of the Canadian Union of Public Employees.

8.06 Union Access to Premises

The Association agrees to give representatives of the Canadian Union of Public Employees access to the premises of the agency for the purpose of attending grievance meetings or other Union business under this Agreement, provided that prior arrangements are made with the Executive Director or designate. Such representatives shall have access to the premises only with the approval of the Executive Director or designate which will not be unreasonably withheld.

8.07 Union Interviews

The Employer agrees that a representative of the Union Executive shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular work hours to interview newly-hired employees during their probationary period. These interviews shall be scheduled during the initial orientation process.

8.08 Authorized Representatives

The Union shall provide the Association with the names of its authorized officers, stewards and committee representatives who shall be employees of the Association.

Only those people or the authorized National Representative shall have authority to deal with the Association in respect of the administration of this collective agreement.

8.09 Health and Safety Committee

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.

- a) The Association agrees that there will be two (2) members of the Bargaining Unit and up to two (2) members of management as members of its Health and Safety Committee. All members of the JHSC are to be certified members.
- b) Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs, and action to be taken to improve conditions related to health and safety.
- c) The Association agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- d) Meetings shall be held as provided in the applicable legislation or more frequently if agreed by the Committee. The Committee shall maintain minutes of all meetings and make them available for review.
- e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- f) All time spent by a member of the committee in attending its Joint Health and Safety Committee meetings and attending to the work of the JHSC shall be considered as time worked and paid at the regular or premium rate as may be proper.
- g) Committee members shall be afforded time from work to attend all meetings of the JHSC and all meetings shall be scheduled to permit attendance of all Committee members.
- h) Committee members shall be afforded scheduled time off work as necessary to carry out their responsibilities between regular meetings of the Committee as determined by the JHSC.
- i) All employees may refuse work as allowed by the applicable legislation.
- j) The Certified Workers shall be trained through a Government approved Certification Trainer as mutually agreed to by the Parties. It is understood that the most cost effective trainer may be given first consideration. All costs associated with the trainer shall be governed by *Ontario's Occupational Health and Safety Act*.
- k) The Employer agrees to inoculate employees who regularly come into contact with infectious carriers or communicable diseases. This will be carried out at the Employer's expense where the cost of such immunization is not covered through the employee's health plan.
- l) An employee who has completed any portion of the employee's shift and who is injured during such shift shall be paid for the balance of the shift at the employee's regular straight time hourly rate of pay without deduction from the employee's Sick Credit Accumulation Bank. Such payment shall be subject to validation by a qualified medical opinion.
- m) An employee injured and requiring medical care during the employee's regular working hours shall be provided transportation to the nearest hospital or physician at the Association's expense.
- n) The Parties recognize their duty to accommodate an employee's disability.

The Early and Safe Return to Work Policy of employees who acquire disabilities will be reviewed and amended as required through the Joint Occupational Health Safety Committee. Points of disagreement concerning the Joint Policy/Program may be subject to the Grievance/Arbitration process.

- o) The Employer will review and consult with the Joint Health and Safety Committee in the development and implementation of measures in response to declarations of a state of emergency that may affect the organization.
- 8.10 The Employer recognizes its responsibility in taking every reasonable measure in providing a workplace free of violence and abuse.

The Workplace Violence & Harassment Policy will be reviewed and amended through Joint Occupational Health & Safety and once approved by the Board of Directors, a copy will be provided to the Union.

Points of disagreements concerning the amendment or application of the Policy may be subject to the Grievance/Arbitration process.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of Grievance

A grievance shall be defined as any dispute between the parties involving the application, interpretation, or alleged violation of this Agreement or applicable legislation. It is understood that an employee has no grievance until the employee has first discussed the matter with the Manager.

9.02 For the purposes of this Article, it is understood that "working days" refer to the Employer's normal administration business days.

9.03 Complaint

An employee must first discuss the employee's complaint with the Manager within seven (7) working days after the circumstances giving rise to the complaint have occurred.

The Manager shall give an answer to the Complainant within three (3) working days of discussing the complaint and shall provide the answer to the employee.

Should parties fail to reach a mutual resolution, a formal complaint shall be filed as follows and will initiate the grievance process.

9.04 Step 1

If the answer at the Complaint stage is not satisfactory, the Union must file a written grievance setting out the provisions of the Agreement alleged to have been violated and the remedy requested. The Union may sign the grievance on behalf of the employee but no grievance shall move forward without the employee signature on it. It is understood that it is necessary for the steward to have a full understanding of the nature of the complaint, therefore, the steward may request such time as necessary to discuss the matter with the aggrieved employee. The grievance must be presented to the Manager within five (5) working days of the receipt of the answer at the Complaint stage. The Manager shall respond in writing to the Union within five (5) working days of receipt of the grievance.

9.05 Step 2

If the answer above is not satisfactory, the grievance must be filed in writing and shall be forwarded to the Executive Director or designate within ten (10) working days of the Manager's answer.

A meeting to discuss the merits of the grievance shall take place at a mutually agreeable time, not more than ten (10) days from the grievance being forwarded to the Executive Director, and the grievor may be accompanied by the Grievance Committee. Upon mutual agreement of both parties, the grievor may not be present at the meeting. The Executive Director or designate shall respond to the grievance in writing within ten (10) working days of the meeting.

9.06 UNION GRIEVANCE

A complaint or grievance arising directly between the Union and the Employer, which is not lodged properly by an employee, concerning the interpretation, application or alleged violation of the agreement, shall originate at Step 2 within fifteen (15) working days after the circumstances giving rise to the complaint or grievance have occurred or ought reasonably to have come to the attention of the Union.

The parties shall meet to discuss the grievance and the Employer shall answer the grievance within fifteen (15) working days following the meeting. Failing settlement, the Union may submit the grievance to arbitration in accordance with Article 10.02.

9.07 EMPLOYER GRIEVANCE

The Employer may present a grievance in writing to the Union concerning the interpretation, application or alleged violation of the agreement, provided such grievance is presented to the Union within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employer.

The Parties shall meet to discuss the grievance and the Union will answer the grievance within fifteen (15) working days following the meeting. Failing settlement, the Employer may submit the grievance to arbitration in accordance with Article 10.02.

9.08 GROUP GRIEVANCE

A grievance which is common to more than one (1) employee shall be initiated at Step 2 by the Union and with at least one (1) grievor representing the group. The written grievance shall set out the names of the employees involved and shall be presented to the Executive Director or designee within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s).

The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.09 ACCESS TO FILES

- a) Upon written request, an employee shall have access to the employee's personnel files within forty-eight (48) hours in the presence of the employee's immediate manager or designate for the purpose of reviewing any performance appraisals or formal discipline contained therein. Such requests shall not be denied unreasonably. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. It is understood that there is only one recognized personnel file.
- b) The Employee shall have the right upon written request to a photocopy of any documentation contained in their personnel files. It is understood that the employee may have to do their own photocopying.

9.10 DISCIPLINE AND DISCHARGE

- a) A copy of any letters of discipline (reprimands, suspensions or discharge) shall be sent to President of the Union within seven (7) calendar days of their issuance. Prior to suspending or discharging an employee, the Employer shall meet with the employee and a Union Representative and shall inform the parties of all information pertaining to such suspension or discharge.

It is understood that all meetings regarding matters of discipline will be held with a steward in attendance.

Employees who are required to present themselves for investigation meetings shall be paid for actual time spent at such meetings.

It is further understood that the Employer must contact the Employee and Union President within five (5) working days from the time the Employer becomes aware of the matter or the matter may not be used in any disciplinary action.

- b) A claim by an employee who has completed their probationary period and has filed a Grievance for discipline without just cause will file their grievance at Step 2.
- c) A claim by an employee who has completed their probationary period that they have been discharged without just cause may be filed as a grievance at Step 2 provided no more than seven calendar days have passed since the discharge was effected. The termination of an employee during their probationary period shall not be the subject of a grievance or arbitration.

9.11 CLEARING OF RECORD

- a) One year after a warning, which may involve a reprimand and /or suspension has been issued, the warning so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's personnel file provided that there has been no recurrence of a similar and /or related infraction.
- b) In the event that a Bargaining Unit employee is in receipt of a letter of reprimand and/or suspension, and is absent on an unpaid leave of absence of a period of thirty (30) days or more, such period of unpaid absence shall not be counted as part of the one (1) year required in which the employee's record is to be cleared.

9.12 The Employer and the Union agree that video surveillance cameras will be used to ensure the safety and security of clients and employees.

The Employer and the Union further agree to abide by the attached Memorandum of Agreement.

Points of disagreement, may be subject of the grievance/arbitration process.

9.13 It is understood that the Employer may request access to an Employee's Driver's Abstract in order to meet their insurance requirements. Such request shall not be made in an arbitrary manner.

It is further understood that the results of the Driver's Abstract will not be in any way whatsoever result in disciplinary action of any employee in the Bargaining Unit.

Notwithstanding the above, failure by the Employee to disclose information that affects their ability to drive safely could result in disciplinary action.

9.14 Where the Employer has a legitimate reason, the Employer may require Employees to submit themselves to a Vulnerable Sector Police Check.

It is understood that such request will not be made in an arbitrary or discriminatory manner. It is further understood that at no time will such request be used for the purpose of random checks or as a means of gathering evidence in support of disciplinary measures.

The Employer will advise the Union of the circumstances and the reasons for such requirement prior to requesting the employee to submit to such check.

The Employer will be responsible for the cost of such check.

Employees will be required to provide an attestation on an annual basis affirming that there has been no change to the status of their original Vulnerable Sector Police Check

ARTICLE 10 – ARBITRATION

Both Parties recognize the value of mediation and the parties agree to seriously consider mediation of grievances prior to their being arbitrated. It is understood however, that each grievance will be considered on an individual basis and must be subject to membership approval.

- 10.01 Failing settlement of any grievance under the grievance procedure set out in Article 9, above, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within thirty (30) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- 10.02 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. Within seven (7) calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.06 The proceedings of the Arbitration Board will be expedited by the parties hereto; and the decision of the majority or, where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto and the employee(s) concerned.
- 10.07 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.
- 10.08 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to where an arbitrator or Board of Arbitration extends the time limits upon being satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

ARTICLE 11 - SENIORITY

11.01 Probationary Period

- a) Newly hired full-time employees shall be considered to be on probation for a period of six (6) months worked from date of last hire. Newly hired part-time or casual employees shall be considered to be on probation for a period of one hundred and twenty (120) shifts worked from date of last hire.

Full-time employees will receive a performance review three (3) months after their date of hire. Part-time and casual employees will receive a performance review after the completion of sixty (60) shifts.

If retained after the probationary period, the employee shall be credited with seniority to their date of last hire.

- b) Periods of time worked for this Employer through a contract position shall be credited to the Employee should they be hired into a full-time or part-time position.
- c) Probationary period may be extended by mutual agreement between the Employee, the Employee and the Union.

11.02 Seniority Lists

A seniority list shall be maintained for all employees covered by this Agreement who have completed their probationary period. Such list shall show each employee's classification and seniority. A copy of the seniority list shall be filed with the Union President and posted on all bulletin boards in January and July of each year. There shall be separate seniority lists for full-time and part-time employees.

11.03 Loss of Seniority/Deemed Termination

Seniority shall be lost and the employee shall be deemed to be terminated under the following circumstances:

- a) where the employee resigns;
- b) where the employee is discharged for just cause and the discharge is not reversed through the grievance or arbitration procedure;
- c) where the employee has been laid off for a period of twenty-four (24) months.
- d) where the employee is absent from scheduled work for a period of three (3) consecutive working days or more without a reason satisfactory to the Executive Director or designate;
- e) where the employee fails to report for work within fifteen (15) calendar days from the date of notice of recall sent by Registered Mail to the employee's last known address on record at the Association.

11.04 Job Posting

- a) Where a new classification is created within the Bargaining Unit or a permanent or temporary vacancy exists, which the Employer requires to be filled, and where the Employer knows that it will last for more than ten (10) weeks, it shall be posted for seven (7) calendar days, from Thursday to Wednesday.

All job postings shall be posted in accordance with Article 11.04 and shall be sent electronically to all staff regardless of status (active or inactive).

Where there are no applications from permanent employees, the vacancy will be posted a second time for seven (7) calendar days, from Thursday to Wednesday. The vacancy will simultaneously be posted externally. It is understood that permanent employees will be offered the position first.

- b) The notice of vacancy shall contain the following information: Nature of position, qualifications required by the Employer (which shall not be established in an intentionally arbitrary or discriminatory manner), required knowledge and education, skills, shift, hours of work, wages or salary range. No outside advertising for any vacancy shall be placed until the applications of the Bargaining Unit members have been considered and they have been notified as to whether they have been selected or not or whether the application is being held for further consideration.
- c) Employees shall be selected for positions under 11.04(a) on the basis of seniority, skill, ability, experience and qualifications;

There shall be no distinction between full-time and part-time employees or casual employees.

Notwithstanding the above probationary employees may be considered for posted positions where there are no applications from permanent employees.

- d) The successful applicant shall be placed on trial for a period of six (6) months. Their performance will be reviewed upon completion of three (3) months worked. Conditional on satisfactory service, the employee shall be declared permanent after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, they shall be returned to their former position and salary level without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary level without loss of seniority.
- e) The name of the successful applicant shall be posted within seven (7) calendar days of the selection.
- f) The Association may fill a posted vacancy for a period of up to twenty-eight (28) calendar days while the job posting and selection is in process.

- g) All employees who were employed prior to February 1st, 2004 have been grandfathered as qualified for any and all positions with the Bargaining Unit.
- h) Notwithstanding the above, the Employer and Union agree that any employee hired after February 1st, 2004 must fulfil ten (10) years of continued service with CLE (equivalent to DSW) in order to be eligible to apply for all full-time positions within the Bargaining Unit.
- i) Part-time employees who replace the full-time employee for temp assignments will receive the rate of pay for the position when they are performing the principle duties of the position.
- j) Temp assign positions will be assigned under the following provisions:
 - i. the Employer reserves the right to fill temp assign positions and will review each case on an individual basis
 - ii. the temp assignment is under ten (10) weeks but for more than seven (7) days
 - iii. employees will be offered the position starting with the most senior staff in that department.
 - iv. the Union will be notified by letter of the employee who holds the temp assign position.

11.05 Layoff and Recall

a) Definition of Layoff

Lay-off shall include a reduction in the normal daily or weekly hours of work of one (1) or more full-time or part-time employees or the elimination of a position within the Bargaining Unit.

- b) A layoff of employees shall be made on the basis of seniority provided that the employees who are entitled to remain are qualified to perform the available work. Subject to the foregoing, probationary employees and students shall be first laid off.
- c) The following conditions shall apply to the bumping process:
 - 1. The bumping process shall be implemented in accordance with the seniority provisions of the Collective Agreement
 - 2. An employee subject to layoff/displacement may bump any other employee with less seniority, provided the employee exercising the right to bump is able to meet the qualifications and the normal requirements of the job without training other than orientation. The right to bump shall not include the right to bump up.
 - 3. The process continues until all senior employees have exercised their seniority rights and the most junior employees are thereby laid-off.

4. For the purposes of the bumping process, it is understood that the Group Living, Direct Support Professional 2, SIL Direct Support Professional 2 and Community Participation Supports Direct Support Professional 2 are considered to be one level.
- d) Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the Union, provided that the employee is qualified to perform the available work.
- e) The layoff and recall of full-time employees shall be separate and apart from the layoff and recall of part-time employees. Any full-time or part-time employee represented by the Union who is on layoff from the Employer will be given a job opportunity in their category before any new employee is hired into that category.
- f) In the event of a proposed lay-off by the Employer of a permanent or long-term nature or the elimination of a position within the Bargaining Unit, the Employer shall:
 1. provide the Union with no less than ten (10) weeks written notice of the proposed lay-off or elimination of position, and
 2. provide to the affected employee(s), if any, no less than ten (10) weeks written notice of lay-off or pay in lieu thereof.

Notwithstanding the above in the event that the Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the Bargaining Unit and/or job security of Bargaining Unit members; the Employer shall give the Union ninety (90) days notice in writing or such shorter period as provided by the Ministry.

It is understood that prior to the initiation of Article 11.05, the Parties shall meet in a Joint Consultation meeting within two (2) weeks of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and or closures of programs, services, or supports; layoffs, restructuring; or any other initiative that would impact on the job security of Bargaining Unit members.

The mandate of the Joint consultation/redeployment committee is to:

1. Identify and propose alternatives to the proposed lay-off(s) or elimination of position(s) including, but not limited to, identifying work which would otherwise be Bargaining Unit work and is currently work contracted out by the Employer which could be performed by Bargaining Unit employees who are or would otherwise be laid off.
2. Identify vacant position or positions which will become vacant within a twelve (12) month period and which are either:
 - i) within the Bargaining Unit;

- ii) within another CUPE Bargaining Unit;
- 3. Identify retraining needs of workers and facilitate such training for workers who are, or would otherwise be laid off.

The Employer will provide to the Union all pertinent financial information relative to any items referred to in paragraph 2 above, to the Union at the meeting.

11.06 Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside of the Bargaining Unit without their consent.

An employee who has transferred outside of the Bargaining Unit to a managerial position forfeits the right to return to the Bargaining Unit.

Notwithstanding the above, the parties agree and recognize that this does not apply in circumstances where employees are successful in job postings for special, temporary, non-managerial projects.

11.07 Persons whose jobs paid or unpaid are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in the following cases.

- 1. emergencies when no other employees are available
- 2. when starting and testing new equipment
- 3. for instructional purposes where no qualified Bargaining Unit employee is available and in cases mutually agreed to in writing by the parties.

11.08 The Employer will not utilize part-time/casual employees to displace full-time employees.

11.09 No Contracting Out

- a) In order to provide job security for the members of the Bargaining Unit, the Employer agrees that work or services presently performed or hereafter assigned to the Bargaining Unit shall not be contracted, subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company, or non-Union employees, except in cases mutually agreed to between the Union and the Employer.
- b) It is understood and agreed that maintenance work such as painting, plumbing, electrical repairs and extermination are not work which forms part of the Bargaining Unit, and therefore the Employer shall be able to contract out such work.
- c) Where a parent or a representative of a supported person, or a supported person themselves enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer, the Employer shall only use the Bargaining Unit members to provide such supports or services.

11.10 Ontario Works Placement

An Ontario Works placement shall not displace any paid employment in an organization or any associated or related organizations including:

- i) duties currently held by an employee.
- ii) Duties performed by an employee who has been laid off and has recall rights under this collective agreement.
- iii) Duties of an employee who is on a leave of absence.

11.11 Restructuring and Mergers

In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other body or Agency, the Employer will use its best effort to ensure.

- i) retention of all seniority and benefits currently enjoyed by its employees with the Successor Employer
- ii) all work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.

The Employer shall invite the Union to participate in meetings dealing with personnel related issues affecting Bargaining Unit employees.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the schedule and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

Community Participation Supports

- a) For full-time employees, the normal daily shift shall be eight (8) consecutive hours, inclusive of a half (1/2) hour paid meal period which is to be taken with supported individuals.

Group Living

b) Day/Afternoon Shift

For full-time employees, the normal hours of work over the schedule determined by the Association shall average eighty (80) hours per two (2) week period, inclusive of the meal period, which is to be taken with the individuals.

c) Night Shifts

For full-time employees, the normal hours of work over the schedule determined by the Association shall average seventy (70) hours per two (2) week period, inclusive of the meal period, which is to be taken with the individuals.

- d) Employees called in to work outside their regularly scheduled shift will be paid a minimum of three (3) hours at their straight time rate.

Supported Independent Living

e) Day/Afternoon Shift

For full-time employees, the normal hours of work over the schedule determined by the Association shall average eighty (80) hours per two (2) week period, inclusive of the meal period.

12.02 Overtime

Where a full-time employee is directed by the Employer to work in excess of their scheduled or weekly hours such employee shall be paid for all hours so worked at the rate of time and one half (1 ½) of their hourly rate of pay or allowed to bank the time at time and one half (1 ½). Such time off shall be scheduled by mutual agreement between the employee and the Employer.

Regular Part-time employees will be paid at one and one half (1 ½) times their regular hourly rate of pay for all hours worked in excess of their scheduled hours. It is understood that the overtime rate of pay is not required in situations where employees are working less than eight (8) hours.

Where an employee is required to work beyond their scheduled shift to cover for a night shift, the employee shall be paid 1.8 times the basic hourly rate for every hour worked beyond their scheduled shift until coverage can be obtained.

12.03 Exchange of Shifts

An employee may exchange shifts with another employee provided that such exchange meets the approval of the management and that such requests are to be submitted in writing at least three (3) days in advance, unless it is unreasonably possible to do so.

The request shall be signed by both employees. It is understood that such exchange shall not result in overtime premium.

The request for such an exchange shall not be unreasonably withheld and the Employer's response shall be given in writing forty-eight (48) hours after receiving the written request.

The employee may contact their Manager to receive a verbal response within twenty-four (24) hours of this request.

- 12.04 Employees working seven (7) hours or more, shall be entitled to a fifteen (15) minute paid rest period in each half (1/2) of the normal shift, subject to the exigencies of individual care requirements. For those employees working four (4) hours or more but less than seven (7), they shall be entitled to one (1) fifteen (15) minute paid rest period.

12.05 Shift Giveaway

A full-time employee may give away a shift to another employee provided that such exchange shall not trigger the overtime provisions. Such exchange shall be pending Employer approval and said approval shall not be unreasonably withheld.

A part-time employee may give away a shift to another employee provided that such exchange does not reduce their hours of work below 26 hours in a given week and does not trigger overtime provisions. Such exchange shall be pending Employer approval and said approval shall not be unreasonably withheld.

Shift giveaways for both full-time and part-time shall be limited to five (5) occurrences in a calendar year.

ARTICLE 13 - LEAVES OF ABSENCE

13.01

a) Personal Emergency Leave

Written requests for a Personal Emergency Leave without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to Human Resources within forty-eight (48) hours unless not reasonably possible to do. Request for such leaves will not be unreasonably denied.

b) Family/Medical Leave

Written requests for a family/medical emergency leave of absence for up to eight (8) weeks without pay and/or as per the *Employment Standards Act* whichever is greater will be considered on an individual basis by the Employer. Such requests are to be submitted forty-eight (48) hours unless not reasonably possible to do. Request for such leaves will not be unreasonably denied.

13.02

a) Leave for Union Business

The Employer agrees to grant leave of absence, without pay to employees selected by the Union to attend Union conventions, conferences and education workshops. The Union agrees to provide as much notice as possible of a request for such leave. Such leave shall be reasonably granted taking into consideration service needs, and shall not exceed eighteen (18) cumulative days per year.

During any such leave of absence, an employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the employee's salary and any applicable subsidized benefits.

b) Leave for Union Office

Upon application in writing by the Union on behalf of an employee elected to a full-time position with the Union, the Employer shall grant such employee a leave of absence without pay for a period of up to one (1) year. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union. The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of return. Such leave may be extended once only for up to an additional year. Notwithstanding Article 13.08, an employee on leave under this provision shall continue to accumulate seniority for a period of up to one (1) year.

13.03

a) Bereavement Leave

- i. Employees who have completed their probationary period will be granted leave of five (5) consecutive days, within a reasonable period of time, without loss in pay because of a death of an employee's spouse, children, parents and siblings.

Employees shall be permitted to carry over one (1) day for interment services.

- ii. Employees who have completed their probationary period will be granted leave of three (3) consecutive days, within a reasonable period of time, without loss in pay because of a death of an employee's mother-in-law, father-in-law, step-parents, grandparents, grandparent in-law, great-grandparents, grandchildren, brother-in-law, sister in law, step brothers and step sisters, aunts and uncles and spouse's aunts and uncles, niece and nephew, foster children and step children.

Employees shall be permitted to carry over one (1) day for interment services.

- iii. It is understood that should such leaves in whole or in part, fall during a scheduled day(s) off and/or holidays, an alternate paid day off shall not be granted in its (their) place.
- iv. In the event a member is on vacation or utilizing banked time, their leave shall be cancelled and replaced with bereavement leave, provided this reflects the wishes of the grieving member.

b) Compassionate Leave

Employees may be granted up to five (5) days paid leave per year with prior approval by the Executive Director. Each request will be reviewed individually. Justification for the Compassionate Leave must accompany the request.

13.04 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, in connection with a case arising from the employee's duties, the employee shall not lose their regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that they will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available. Where the employee's attendance is not required for the whole day, they shall return to work immediately upon their release from duty. The Employee may be allowed to use vacation, overtime accumulation bank or may choose to take the day off without pay, with Manager's approval.
- d) The employee will not be required to find their own replacement. It will be the Employer's responsibility to provide replacement.
- e) Any time spent in criminal court as a result of workplace violence or workplace harassment shall be considered time worked. It is understood that if any employee has been charged in connection with workplace violence or workplace harassment, the Employer shall not compensate the employee for their time spent in criminal court.

13.05 Pregnancy Leave

Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act* except as amended in this provision.

An employee who has completed thirteen (13) weeks of continuous employment with the Employer shall be entitled to a leave of absence without pay.

The employee shall give written notification four (4) weeks prior to the commencement of the leave, of their request for leave, together with their expected date of return. At such time they shall also provide the Employer with her Doctor/Midwife's certificate as to pregnancy and expected date of delivery.

Credit for service for purposes of salary increments or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the Pregnancy leave.

Credit for seniority shall continue to accrue during the entire period of the Pregnancy Leave.

The Employer shall continue to pay its share of the premiums of the subsidized Employee Benefits in which the employee is participating during the entire period of the Pregnancy Leave.

The employee shall reconfirm their intention to return to work on the date originally provided to the Employer by written notification to be received by the Employer at least four (4) weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had they not been on Pregnancy Leave, the employee shall be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.

It is understood that the Pregnancy Leave may not exceed seventeen (17) weeks.

13.06 Parental Leave

Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act*.

An employee who has completed thirteen (13) continuous weeks of employment with the Employer shall be entitled to a Leave of Absence without pay.

For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and intends to treat the child as their own, or a natural mother or father. This does not apply to foster home status.

The employee shall give written notification four (4) weeks prior to the commencement of the Leave, together with the expected date of return.

Credit for service for purposes of salary increment or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the Parental Leave.

In addition, credit for seniority shall continue to accrue during the entire period of the Parental Leave.

The Employer shall continue to pay its share of the premiums of the subsidized Employee Benefits in which the employee is participating during the entire period of the Parental Leave.

Subject to any changes to the employee's status which would have occurred had the employee not been on Parental Leave, the employee shall be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.

The employee shall be entitled to a leave not to exceed thirty-five (35) weeks.

13.07 Education Leave

A leave of absence without pay for the purpose of further education which will relate directly to an employee's work and which upgrades the employee's qualifications may be granted at the sole discretion of the Executive Director upon written application by an employee.

The Association may also, in its sole discretion, reimburse the employee for such amount of the tuition as it deems advisable upon the successful completion of such approved courses.

13.08 Effect of Absence

It is understood that during any leave of absence not exceeding thirty (30) calendar days, both seniority and service will accrue. During a leave of absence without pay from the Association exceeding thirty (30) calendar days, credit for service for the purpose of salary vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition the employee will become responsible for full payment of all subsidized employee benefits in which the employee participates for the period of absence. Seniority shall be likewise suspended and shall not accrue, except in the case of maternity leave.

Notwithstanding the above, the employees off work on absences due to WSIB or LTD, EI and sick leave disability and/or provisions covered under legislation shall have benefits continued by the Employer.

13.09 Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Association's Supplementary Employment Benefit (SEB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a period not exceeding seventeen (17) weeks.

- 13.10 The supplement shall be equivalent to the difference between seventy-five percent (75%) of their net earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by the Association of the employee's employment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

ARTICLE 14 - DESIGNATED HOLIDAYS

14.01

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

In the event that the Government proclaims an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays.

- 14.02 An employee required to work on one of the holidays listed in Article 14.01 shall be paid at time and one-half (1 ½) their regular straight time hourly rate of pay.
- 14.03 Subject to Article 14.04 below, a full-time employee shall be entitled to receive a designated holiday off with pay in the amount of their regular straight time earnings provided:
- a) they work their scheduled work day on each of the scheduled working days immediately preceding and following the holiday, unless on an approved leave of absence;
- 14.04 Where the Association requires a full-time employee to work on a designated holiday and they do, such employee shall receive another day off with pay in lieu of the holiday, provided they meet the requirements of Article 14.03 (a).
- 14.05 A full-time employee scheduled to work on a designated holiday who is absent due to legitimate illness shall receive holiday pay for that day and shall not be entitled to any sick pay.
- Provided the employee has qualified for holiday pay in accordance with Article 14.03. The Employer may require a Doctor's certificate indicating the employee was unable to work due to illness. The Employer shall pay for such certificate where the absence is less than three (3) days.
- 14.06 Where a holiday falls on a full-time employee's regular day off or during the employee's vacation, the employee shall receive another day off in lieu thereof to be scheduled at a time mutually agreeable to the employee and the Program Manager.

- a) A part-time or casual employee who is required to work on a Statutory Holiday as defined in Article 14.01, above, will be paid at time and one half (1 ½) their regular hours of work in addition to their holiday pay in accordance with the calculation in (b) below.
- b) A part-time or casual employee who is not required to work on a Statutory Holiday as defined in Article 14.01, above, will be paid based on the employee's regular wages and vacation pay during the four (4) weeks prior to Holiday and divided by twenty (20).

14.07 Holiday Scheduling

- a) Part-time employees required to work on Christmas or New Year's Day shall be scheduled to work on alternating Christmas or New Year's in the following years.

Part-time employees will be scheduled up to forty (40) hours per week during the Christmas Holiday period. It is understood that the Holiday period will begin the first shift of the day on the Sunday before the December 25th up to and including the last shift of the day on Saturday following New Year's Day.

- b) In order to fill shifts, scheduling shall be done on a seniority basis: most senior part-time employee shall be asked first as to which shift they will work and then the next senior employee until shifts are filled.

ARTICLE 15 - SCHEDULING

15.01 Part-Time Employees

- a) The scheduling of hours and days of work shall be posted in an appropriate place in each location two (2) weeks in advance and covers a period of four (4) weeks. It is understood that schedules of work may be changed due to illness, Leaves of Absence or vacations and the efficiency of operations, therefore, the Employer shall give as much notice as is reasonably practicable to employees affected by such schedule change. Such changes shall not be made in an arbitrary manner.
- b) Part-time employees are scheduled for their minimum of twenty-six (26) hours/week on the schedule of the home or program to which they are assigned.

Notwithstanding the above, where the minimum of twenty-six (26) hours/week for part-time employees cannot be scheduled at their home or program, they will be assigned to another home or program in order to meet their minimum requirement of hours.

- c) Part-time employees who meet the qualifications and the normal requirements to perform the duties assigned without training may be offered hours/shifts up to their maximum of thirty-two (32) hours at other homes or programs where no other part-time employees who work in the home or in the program are available.

- d) Part-time employees who are not assigned to a specific home/program (DSP 1 All Programs) will be scheduled a minimum of twenty-six (26) hours up to thirty-two (32) hours in any and all departments where needed. Hours and departmental assignment will be subject to change when required.

15.02 Casual Employees

Casual employees have no scheduled hours but are expected to be available for shifts that need coverage (e.g. vacation replacement, sick-time coverage, extra support needs, staff training, weekends, statutory holidays, etc.)

Casual employees are required to meet the following conditions of employment where work is available:

- i. Casual employees are required to work a minimum of five (5) shifts per month where work is available, to maintain their active Casual status. Two (2) shifts per month must be weekends (Saturday and Sunday).
- ii. Casual employees will work a minimum of five (5) statutory holidays per year where work is available. Availability for statutory holidays must include Christmas Day or New Years Day and Good Friday or Easter Monday.
- iii. Casual employees will make their availability known at least two (2) weeks in advance of the next posted schedule.

It is understood and agreed that attendance at orientation training is not deemed to be shifts worked and, therefore, does not factor in the above requirements of Casual work.

15.03 Regular Posted Schedule

- a) Part-time employees will be pre-scheduled for a minimum of twenty-six (26) hours in a one (1) week period. It is understood that part-time employees will be scheduled to their maximum of thirty-two (32) hours prior to utilizing casual employees.
- b) Casual and part-time employees will make their availability known at least two (2) weeks in advance of the next scheduled posting. Failure to provide availability by the due date may result in staff being scheduled where required.

15.04 Call in Procedure

- a) Where hours/shifts are available for call ins as a result of the absence of an employee, the hours/shifts will be offered to part-time employees pursuant to their availability and in accordance with their seniority.

All part-time/casuals must be orientated to all programs and must be kept current.

- b) Employees will not be offered or scheduled for hours/shifts if the hours/shifts will result in overtime premiums being paid by the Employer.

It is understood that part-time and casual employees must indicate at the time of the call in that such hours/shifts would result in overtime premiums being required.

- c) Where no part-time employees are available, the hours/shifts shall be offered to casual employees pursuant to their availability and in accordance with their seniority prior to offering the hours/shifts as overtime hours to full-time employees per home/program.
- d) Where no full-time employees are available at overtime, the hours/shifts will be offered as overtime hours to part-time employees pursuant to their availability and in accordance with their seniority and then Casuals in accordance with their seniority.
- e) Casual employees shall receive overtime at the rate of time and one half (1 ½) after forty-four (44) hours per week.
- f) Employees will not be required to find their own replacements in situations where the employee is calling in sick or in the event that the employee finds themselves in an emergency situation: for example, but not limited to motor vehicle accidents, family emergencies, medical emergencies.
- g) Where a block of shifts/hours [five (5) or more shifts] are available as a result of the absence of a full-time employee, the block of shifts shall be offered by seniority to part-time employees in the home or program. Vacated shifts by the application of this article shall adhere to Article 15.04 (call in procedure)
- h) In the event that an employee is missed on call ins for regular or overtime shifts, such employee shall receive compensation for missed opportunity by means of having the employee scheduled for all hours missed.

It is understood that such hours will be scheduled at a mutually agreed upon time between the Employer and the employee.

15.05 Overtime must be approved by the Employer or their designate.

15.06 An employee will not be considered available for any call in shift where:

- a) The shift will result in more than twelve (12) hours being worked in a twenty-four (24) hour period (11:00 p.m. - 11:00 p.m.).
- b) The employee is called and there is no answer, an answering machine is reached, or the employee is not available to answer the call.

- c) It is understood that in the event that an employee calls in with less than three (3) hours notice, the resulting call in will be done in accordance with availability and in accordance with seniority, but will be accepted on a first response basis.

15.07 An employee calling in their shift during office hours shall call the office, and it will be management's responsibility to complete the call in. Every reasonable effort will be made to complete the call in procedure prior to the end of office hours.

In the event that the call in procedure has not been completed by the end of office hours, calls will be referred to the appropriate program.

15.08 Regular Part-time employees will be allowed one (1) weekend (Saturday and Sunday) every four (4) weeks where they will not be required to be available for duty. The Employee is responsible to notify the Manager of the weekend that they request off at least two (2) weeks in advance of the next posted schedule. Part-time employees will not be guaranteed their minimum twenty-six (26) hours in a week where additional days are requested over and above their requested weekend off.

Any dispute over requested weekends off will be resolved in accordance with seniority.

ARTICLE 16 - VACATIONS

16.01 Full-time Vacation Entitlement

Full-time employees shall receive vacation with pay on the following basis:

- a) employees who have completed less than one (1) year of full-time continuous service with The Agency as of December 31st in any year shall be entitled to a vacation in the calendar year following on the basis of 1.25 days of each completed month of active service;
- b) employees who have completed one (1) year or more of full-time continuous service with The Agency as of December 31st in any year shall be entitled to a vacation in the calendar year following of fifteen (15) days on the basis of 1.25 days with pay at their regular straight time earnings for each completed month of active service in the year;
- c) employees who have completed three (3) years or more of full-time continuous service with The Agency as of December 31st in any year shall be entitled to a vacation in the calendar year following or twenty (20) days on the basis of 1.667 days with pay at their regular straight time earnings for each completed month of active service in the year.
- d) employees who have completed ten (10) years or more of full-time continuous service with The Agency as of December 31st in any year shall be entitled to a vacation the calendar year following of twenty-five (25) days on the basis of 2.083 days with pay at their regular straight time earnings for each completed month of active service in the year.

- e) Employees who have completed twenty (20) years or more of full-time continuous service with The Agency as of December 31st in any year shall be entitled to a vacation the calendar year following of thirty (30) days on the basis of 2.5 days with pay at their regular straight time earnings for each completed month of active service in the year.
- f) (Effective April 1, 2023) Employees who have completed thirty (30) years of full-time continuous service with the Agency as of December 31st in any year shall be entitled to a vacation the calendar year following of thirty-five (35) days.
- g) Upon request, employees who are hospitalized or become seriously ill or injured during their scheduled vacation period may have the remainder of their vacation rescheduled at a mutually agreed upon time with consideration for the efficient operations of the Agency, and Article 17.02 shall apply. Such request shall not be unreasonably denied.

In the event an employee is off on sick leave and such employee continues to be sick into their vacation period they shall continue to be paid sick leave if applicable and the period of vacation scheduled during this time shall be rescheduled by mutual agreement.

- h) Should any employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 ½) times their basic straight time rate for all hours so worked for a minimum of three (3) hours, whichever is greater.

To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation in lieu day off with pay for each day on which they have so worked.

- i) For the purposes of this article active service shall mean worked at least three quarters (3/4) of the regularly monthly hours and include absences on vacation or Union business leaves under 13.02(a) and paid sick leave.

16.02

- a) Casual Part-time Vacation Pay

Casual Part-time employees shall be entitled to vacation pay in the amount of four percent (4%) of their basic hourly rate, payable in each pay period.

- b) Part-time Employees

Part-time employees shall receive vacation pay at the rate of six percent (6%) as in 16.01 (b) above, eight percent (8%) as in 16.01 (c) above and ten percent (10%) as in 16.01 (d) above and twelve percent (12%) as in 16.01(e)

(Effective April 1, 2023) Part-time employees shall receive vacation pay at the rate of six percent (6%) as in 16.01 (b) above, eight percent (8%) as in 16.01 (c) above, ten percent (10%) as in 16.01 (d) above, twelve percent (12%) as in 16.01(e) above and fourteen percent (14%) as in 16.01 (f) above.

16.03 Vacation Scheduling

- a) The Employer shall endeavour to accommodate the wishes of employees with respect to vacation scheduling requests subject to the service needs of the Association.

In the case of conflicting requests, seniority shall govern, provided that an employee may exercise such seniority right only once in a calendar year prior to the posting of the approved vacation requests.

Employees will be notified of any such conflict prior to vacations being approved.

Where an employee's vacation is scheduled as set out above, the employee shall not be required to find a replacement for that vacation period.

Vacation entitlements shall be provided to Employees by January 31st of each year. Vacation requests shall be submitted separately for summer and Christmas requests. Vacation requests for summer shall be submitted by March 31st and for Christmas shall be submitted by September 30th of each year.

Approved vacation schedules shall be posted by May 31st of each year for the summer requests and November 1st of each year for Christmas requests, and shall not be changed unless mutually agreed upon by the employee and the Employer.

Requests for vacation periods prior to May 31st should be submitted as early as possible and will be responded to by the Employer within two (2) weeks of the request.

- b) Part-time employees will be entitled to three (3) weeks' vacation without pay per year as per the *Employment Standards Act*.

Time off will be granted in accordance with seniority and subject to the service needs of the Agency.

It is understood that full-time employees will have first priority for vacation.

It is further understood that such request will not be unreasonably denied

16.04 Vacation Carryover

Agree to allow vacation carryover of five (5) days per year, maximum ten (10) days, with five (5) of those days to be used by March 31st.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

FULL-TIME EMPLOYEES ONLY

17.01 The Association shall contribute towards the premium coverage of full-time employees only in the active employ of the Association under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements:

- a) The Association agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Association for the Extended Health Care Benefits as provided under the Association Group Insurance Plan. It is understood that coverage for benefits will be provided to all eligible employees, including employees who work beyond the age of sixty-five (65).

Effective April 1, 2024 increase paramedicals from \$600 to \$650.

- b) The Association agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Association for the Dental benefits as provided under the Association Group Insurance Plan.

Effective upon ratification, the ODA Fee Schedule to be amended to read: "current with a one year lag." Dental Recall will be at nine (9) months for adults and six (6) months for children under the age of sixteen (16) years.

- c) The Association agrees to contribute one hundred (100%) of the billed premium toward coverage of eligible employees in the active employ of the Association for a life insurance plan as provided under the Association Group Insurance Plan.
- d) "Active employ" excludes absences without pay from the Association in excess of thirty (30) consecutive calendar days. An employee on such leave of absence shall be responsible for full payment of the premiums set out above for any benefit plans in which they participate for the period of the absence. The employee may arrange with the Association to prepay the premiums during the period of the leave to ensure their continuing coverage.
- e) Effective April 1, 2025, Full-Time Employees and their families will be provided with Vision Care in the amount of four hundred and twenty-five dollars (\$425.00) every two (2) policy years.

Effective April 1, 2026, Full-time Employees and their families will be provided with Vision Care in the amount of four hundred and fifty dollars (\$450.00) every two (2) policy years.

For Regular Part-Time Employees Only

- f) The Association agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Association for the Dental benefits as provided under the Association Group Insurance Plan on the same basis as full-time employees.
- g) The Association agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Association for the Drug Benefit Plan on the same basis as full-time employees.
- h) Effective April 1, 2025, Regular Part-Time Employees and their families will be provided with Vision Care in the amount of three hundred and twenty-five dollars (\$325.00) every two (2) policy years.

Effective April 1, 2026, Regular Part-time Employees and their families will be provided with Vision Care in the amount of three hundred dollars (\$350.00) every two (2) policy years.

Payment in Lieu of Benefits (Casual Employees Only)

- i) A Casual Employee shall receive in lieu of all fringe benefits (excluding holiday pay, vacation pay) an amount equal to six percent (6%) of their regular straight time hourly rate for all straight hours paid.

j) RETIREE BENEFITS:

1. Community Living Espanola agrees to provide eligible retired employees the option of enrolling in the CLE benefit plan which includes Life Insurance, Extended Health Care and Dental Care under the following conditions:
 - i. The retired employee who elects to choose to enrol in the retiree benefit plan shall notify the Employer within sixty (60) days of their retirement date.
 - ii. The retired employee shall pay to CLE the full cost of the monthly benefit premiums that they have elected to participate in. The retired employee should be given the opportunity to review the benefit plan and select the option(s) they wish to enrol in.
 - iii. It is understood that Insurable Benefits covered under OHIP or the Ontario Drug Benefit Plan shall not be payable under the Extended Health Care Plans or Dental Care Plan.

17.02 Sick Leave

An employee will be required to provide proof of sickness in the form of a medical certificate after an absence of three (3) or more consecutive days. The Employee shall be fully responsible for all costs associated with the certificate.

While an employee is on sick leave for an undetermined duration of time as indicated by a medical professional, they are to keep the Employer apprised of any changes including but not limited to appointment dates and current contact information.

It is understood that the full-time employees will be permitted to use accumulated sick leave credits in order to attend an appointment with a certified medical practitioner, a specialist, or for dental services. This will also include travel time to medical appointments out of town.

The employee will submit to the Human Resources a written request for advance authorization to use sick leave credits for this purpose. It is understood that employees will make every reasonable effort to schedule such appointments on their own time off, however, when such arrangement cannot be made, the authorization to use sick leave credits as set out above will not be withheld by the Employer. Employees shall submit proof of attendance for such appointments.

Any medical examination requested by the Employer and all medical examinations required by Statute shall be promptly complied with by all employees. The Employer shall pay for all such medical documentation and examinations where such are not covered by OHIP. The employee may be examined by their own physician. However, the Employer reserves the right to obtain a second medical opinion from another physician.

Such request shall not be done in an unfair or arbitrary manner.

- a) Sick leave means the period of time an employee is granted a leave of absence from scheduled working hours due to being legitimately ill or disabled.
- b) There shall be a Sick Credit Accumulation Bank for each full-time employee in the active employ of the Association who has completed their probationary period. Such employees shall accumulate sick credits at the rate of one and one half (1 ½) days per completed month of active full-time work to a maximum of forty-five (45) days.

Part-time employees who replace full-time employees shall receive one and one half (1 ½) days per completed month of active full-time work. Should the part-time employee become a full-time employee, it is to be understood that the employee would be awarded the credit of ten (10) days or the greater in sick credit accumulation bank to a maximum of forty-five (45) days.

- c) Where a full-time employee is absent from work due to legitimate illness (except on designated holidays), they shall not lose their regular straight time earnings from their regularly scheduled hours but shall draw from their Sick Credit Accumulation Bank to the extent of their credits in the Bank.
- d) Each full-time employee shall receive a statement of the balance of their sick bank credits at the beginning of each calendar year.
- e) When a full-time employee is required to be absent for personal reasons relating to individuals for whom the employee has custody of, care of or legally responsible for, for emergencies or appointments, they upon request may be granted up to eight (8) days per calendar year, without loss of pay but subject to deduction from the employee's bank of accumulated sick leave.

Personal time may be requested in the following circumstances; illness or emergencies of individuals for whom the employee has custody of, care of or legally responsible for or to accompany individuals for whom the employee has custody of, care of or legally responsible for, to appointments with certified medical practitioner, specialists or for dental services. Any other request will be considered on an individual basis.

Requests for time off for personal reasons relating to family emergencies or appointments shall be in writing to the Human Resources, with three (3) days notice, except in circumstances where such notice is not reasonably possible. The employee will then provide as much notice as possible. Employees shall submit proof of attendance for such appointments.

The employee is responsible for finding their own replacement for personal time and sick appointments after the schedule has been posted.

It is understood that the employee's request will be accommodated to the best of the Employer's ability and such request will not be unreasonably denied.

- f) There shall be a sick credit bank of forty (40) hours for Regular Part-time employees in the active employ of the Association who have completed the probationary period.

It is understood that regular part-time employees will have the ability to utilize their sick leave credits to attend appointments with certified medical practitioners, specialists, dental services or family emergencies. Employees will provide proof of attendance at such appointments.

- g) Full-time employees may request to have access to sick leave credits if eligible until such time as the employee's claim for benefits is approved by WSIB and or the employees' sick leave bank is depleted. An employee making such a request must sign a letter authorizing reimbursement to the Employer by WSIB.

Once an employee's WSIB claim is approved and the Employer receives the reimbursement, the employee's sick leave credits will be reimbursed and their sick leave bank adjusted accordingly on a pro-rata basis.

17.03 PENSION PLAN

1. In this Article, the terms used shall have the meanings as described:

.01 "Plan" means a retirement vehicle as determined by the Union.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i. the straight time component of hours worked on a holiday;
- ii. holiday pay, for the hours not worked;
- iii. vacation pay
- ii. paid sick leave
- i. negotiations and grievance meetings and all paid Union business leaves

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full-time and regular part-time and casual employees in the Bargaining Unit who have completed five hundred (500) hours of service.

.02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. [five percent (5%) effective April 1, 2010] The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan. [five percent (5%) effective April 1, 2010] [Five point five (5.5%) effective April 1, 2014]

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article .05 of the agreement include:

i. To Be Provided Once Only At Plan Commencement

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date
(for the purpose of calculating past service credit)
Gender

ii. To Be Provided With Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

iii. To Be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

The Employer at the expense of the Plan may provide any additional information requests, beyond that noted above, if possible, unless the Employer is obligated by law to provide the information.

- .06 In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

SCHEDULE A PARTICIPATION AGREEMENT

The Agreement made this _____ day of _____, 20_____.

B E T W E E N:

(the “Employer”)

- AND -

MULTI-SECTOR PENSION PLAN
by its Trustees (the “Trustees”)

In consideration of the Employer becoming a participating Employer in the Multi-Sector Pension Plan (the “Plan”) by making contributions to the Plan in accordance with the collective agreement between the Employer and Local _____ of the _____ (the “Union”), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the ____ day of _____, _____ (the “Collective Agreement”), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated _____, as amended (“Declaration of Trust”) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.

3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement.
5. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
6. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
7. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i) To Be Provided Once Only At Plan Commencement

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

Gender

ii) To Be Provided With Each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

EMPLOYER:

MULTI-SECTOR PENSION PLAN,
by its Trustees

17.04 The Parties agree that for the life of this Collective Agreement, there shall be no opting out of WSIB.

ARTICLE 18 - COMPENSATION

18.01

- a) Wage rates for the classifications covered by this Collective Agreement are set out in "Schedule" A.
- b) Wages shall be paid so as to allow employees to draw on their bank accounts on Thursday morning of the pay week.

18.02 New Classifications

Where the Association establishes a new classification within the Bargaining Unit, it shall advise the Union of the classification and the rate of pay. If requested, the Association agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay for the classification. Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from the Association. Where the rate is challenged by the Union and the matter is not resolved within fourteen calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

A Board of Arbitration established to determine the matter shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the Bargaining Unit, and the duties and responsibilities involved.

18.03 Transportation

- i) It is recognized that all employees covered by this Agreement are required as a normal part of their duties and responsibilities to operate motor vehicles. Those employees so required to drive as part of their normal job duties shall hold valid driver's licenses of the Class required.
- ii) If the employee has not obtained their driver's license by the end of their probationary period of one hundred and twenty (120) shifts, the Employer may request an extension of the employee's probationary period in order for the employee to obtain the required license.

- iii) Such request must be made in writing as soon as the Employer becomes aware that the employee did not obtain their license and will require the written agreement of the Union and the employee concerned. The period of such extension will not be more than an additional one hundred and twenty (120) shifts.
- iv) Where an employee is authorized to use their own vehicle on Employer business including driving to assigned duties away from their accustomed work location they shall be paid a mileage allowance in the amount of forty-nine cents (\$.49) cents per kilometre.
- v) It is further understood that any expenses due to damage incurred to an employee's vehicle as a result of a client action, will be reimbursed by the Employer, upon being provided with a written estimate detailing such damage.

18.04 Legal Indemnity

An employee shall be covered by the Association's liability insurance for indemnification of legal expenses incurred for litigation arising from the employee's duties for the Association, subject to the terms and conditions of the policy.

Supported Independent Living (SIL) Full-time and Part-Time employees are required to obtain and provide proof of 6A Endorsement auto insurance (permission to carry passenger's endorsement) within thirty (30) days of accepting a position in the SIL Program. Employees will be reimbursed for the additional premium up to three hundred dollars (\$300.00) on an annual basis upon providing proof to the Employer.

Full-time and Part-time employees from other programs who agree to occasionally utilize their personal vehicle to transport clients during paid working hours will be required to provide proof of auto insurance with the 6A additional coverage, and will be reimbursed for the cost of the additional premium.

- 18.05 It is understood that where employees suffer damage to clothing/glasses etc. as a result of circumstances beyond the control of the employee and as a result arising out of and in the course of employment, compensation for such damage, will be provided upon request of the employee and upon review of the request by the Employer.

ARTICLE 19 - MISCELLANEOUS

19.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the Union President or Recording Secretary with a copy to the National Representative of the Union. All correspondence in writing between the parties shall be sent electronically

19.02 Gender

All references within the Collective Agreement shall be gender neutral, they-them.

19.03 Bulletin Board

The Association will provide the Union with a bulletin board in a conspicuous location for the purpose of posting notices regarding meetings and other matters of Union business. All such notices must be signed by an authorized officer of the Local Union. Notices other than Union meeting notifications must be approved by the Executive Director or Designate prior to posting.

19.04 Tools and Equipment

The Association shall supply such tools and equipment as it deems necessary and as are approved by the budgetary authority for the operation of the facilities.

19.05 Copies of Agreement

Both Parties agree that the copies of this Collective Agreement will be distributed to the members of the Bargaining Unit and to the Association's management. The cost of such copies shall be borne equally by both Parties.

19.06 Safety Footwear

Effective with the date of ratification, the Association will provide reimbursement of a maximum of eighty-five dollars (\$85.00) per year, when required for those employees that the Association requires to wear protective footwear.

It is understood that employees will be required to present proof of purchase in order to be reimbursed for the cost of such footwear.

19.07 Employees, as a condition of employment, will be expected to maintain a valid First Aid Certificate, Safe Management Certificate, WHMIS and an appropriate Driver's License and any other mandatory certificates/training as required by Legislation and as recommended by the Joint Health & Safety Committee.

The Employer is responsible for payment of any expenses incurred in maintaining the certificates for First Aid, Safe Management, Health and Safety requirements and WHMIS. New employees, as a condition of hire, will be responsible for any expenses in obtaining the required certificates/training. If an employee is not able to attend First Aid training scheduled by the Employer, it is the employee's responsibility to obtain/pay for the training prior to the expiration date and once completed, the employee can submit for reimbursement.

All mandatory training will be completed within the time frames sets by the Employer.

ARTICLE 20 - DURATION

20.01 This Collective Agreement shall continue in effect until March 31st, 2028 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Articles 20.02 below.

20.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

20.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation at a mutually agreeable time.

DATED AT Espanola, Ontario,

FOR THE EMPLOYER:

Louise Laplante
Louise Laplante (2026-07-13 10:48:08 EDT)

Kathryn Lewis
Kathryn Lewis (2026-07-16 11:21:13 EDT)

Debbie Langlois
Debbie Langlois (2026-07-10 12:49:41 EDT)

Kathy Ainslie
Kathy Ainslie (2026-07-13 10:51:06 EDT)

FOR THE UNION:

Shawna Dubreuil
Shawna Dubreuil (2026-07-10 15:40:54 EDT)

Becky Gilmore
Becky Gilmore (2026-07-10 15:49:17 EDT)

Jessica dexter
Jessica dexter (2026-07-10 12:49:56 EDT)

Michael Bellerose
Michael Bellerose (2026-07-13 14:32:34 EDT)

WAGE SCHEDULE

POSITION	APRIL 1/24	APRIL 1/25 (2.75%)	APRIL 1/26 (2.5%)	APRIL 1/27 (3.0%)
Direct Support Professional 2 Group Living	\$36.69	\$37.70	\$38.64	\$39.80
Direct Support Professional 2 Supported Independent Living	\$36.69	\$37.70	\$38.64	\$39.80
Direct Support Professional 2 Community Participation Supports	\$34.99	\$35.95	\$36.85	\$37.96
Direct Support Worker Nights Group Living	\$28.90	\$29.69	\$30.43	\$31.34
Direct Support Professional 1	\$27.69	\$28.45	\$29.16	\$30.03
Casual Support Worker	\$25.88	\$26.59	\$27.25	\$28.07

***Subject to Arbitration Award**

LETTER OF UNDERSTANDING #1 - RE: Pay Equity

The Parties agree to jointly maintain the CLE/CUPE Local 2462 Pay Equity Plan.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #2 – RE: Benefits Carrier

It is agreed that a new Benefit Carrier must provide benefits which are equal to or superior to the Benefits presently provided.

It is further agreed by the Parties that the Carriers of Benefit Plans identified in Article 17.01 may be changed during the terms of this Agreement provided that the Benefits available to employees are equal to or better than the Benefits presently provided.

The Union will be notified of any change in Carrier.

1. The Employer agrees that it will provide all required information to the Canadian Benefits Consulting Group in regards to all Group Benefits as outlined in Article 17.01 of the Collective Agreement.
2. The Parties further agree to meet in Joint Consultation to discuss the benefits, review the information received by Canadian Benefits Consulting Group and from Morel Benefits and is further agreed that the parties will negotiate retiree benefits where such benefits will not result in any additional costs to the Employer.
3. Any disagreement on the above may be subject to the grievance/arbitration process.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #3 – RE: Employer Lobby

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

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #4 – RE: Additional Funding

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits for the terms of this agreement, the Union and Employer shall meet to determine the method of allocation and implementation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding any additional funding.

It is agreed that any additional funding flowing from the Ministry that the Ministry targets to wages and/or benefits shall be in addition to any bargained economic increases.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #5 – RE: Workload

The Agency is committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being and recognizes the inherent worth and dignity of each employee.

Furthermore, the Agency has the responsibility to provide services through its employees in accordance with the relevant legislation and to conform to Ministry standards and Agency policies.

Recognizing that workload can fluctuate and should be addressed on a regular basis the Agency will;

1. Conduct Agency-wide reviews on a periodic and as required basis, sharing the results with the Union.
2. Ensure regular ongoing supervision as required.
3. Review the following factors in conducting the equitable distribution and volume of workload;
 - number of supported persons assigned to an individual
 - number of dual diagnosis cases
 - amount of required driving time
 - linguistic skills
 - coverage
 - leaves of absence, including vacation and prolonged illnesses
 - complexity of cases
 - committee work/field instruction expectations
 - introduction of new technology and systems
 - coaching and mentoring new staff
 - worker's attendance at training
 - part-time conversion
 - work pursuant to the Collective Agreement
 - administrative duties
 - high profile cases
 - MCCSS client : staff ratios
 - Pandemic and/or other emergency situations

The Manager shall provide an opportunity for the worker to complete case documentation in those cases where the demands and the requirements of other aspects of the employee's job would impede the employee's ability to complete the case documentation in a timely manner as prescribed.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #6 – RE: Professional Development

Professional Development/Core Competencies

In the event core competencies is introduced in the workplace it is agreed that content of the Developmental Services Human Resources Strategy document entitled “The Intention of Core Competencies....Outlining the Principals” dated March 19, 2010 as set in Appendix B shall be the conditions by which this initiative is operationalized within the workplace.

Note: The Intention of Core Competencies document to be appended to the collective agreement is attached at Appendix B of this kit

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #7 – RE: Scheduling

The letter of understanding amends and/or adds to article 15.

The parties agree that the master schedule provision attached as Appendix C shall be implemented on a trial basis of not less than six months with an ability for the parties to extend it, upon mutual agreement. Notwithstanding the aforementioned statement should either party deem it necessary to withdraw from the trial, they will serve written notice on the other party, identifying the rationale for the withdrawal. The intent to cease the letter of understanding shall be provided in writing to the parties no later than two weeks prior to the end of the current posted schedule. These provisions may be amended from time to time with the agreement of both parties. It is understood Appendix C, shall be implemented on the next posted schedule immediately preceding ratification of the contract.

The parties agree to establish a Joint Scheduling Committee (JSC). The JSC shall be comprised of 3 members from the union and three members from the employer and shall be tasked with reviewing all current staffing and scheduling models, precarity of work and shall utilize meaningful staff input and other resources as agreed upon. The JSC shall meet once during each posted schedule and may be considered an adhoc committee of the Joint Consultation Committee. The goal of the JSC shall be to review the master schedule, Appendix C and recommend to senior management new rotations, positions and scheduling lines. In the event schedule C is abandoned in its entirety, the JSC shall meet within two weeks with the goal of eliminating precarity while achieving work/life balance and maximizing service provided to supported individuals, creating a new master schedule. The JSC shall continue to meet every six weeks with the intent of developing a new master schedule. The parties agree the JSC shall meet every six weeks for the duration of the collective agreement.

Notwithstanding the above the parties agree on a without prejudice ad precedent basis that article 15 :08 shall be amended to read as follows, in order to permit the master schedule (Appendix C) to reflect scheduling of part time staff with either every other weekend, or two weekends off in a six-week schedule.

15:08 Regular part time employees will be scheduled either every other weekend (Saturday, Sunday) off or a minimum of two weekends during the six-week schedule. Part time employees will not be guaranteed their minimum 26 hours in a week where additional days are requested over and above their requested weekend off. Any dispute over requested weekend off will be resolved in accordance with seniority.

DATED AT Espanola, Ontario, July 10, 2026

APPENDIX “B” – Developmental Services Human Resources Strategy

March 19, 2010

The intention of core competencies...outlining the principles:

Every day in Ontario, thousands of direct support employees assist people with a developmental disability to live more inclusive and dignified lives. The quality of these services and supports has a direct impact on the quality of life for the people supported. The model of core competencies is designed to recognize and promote the personal motivations as well as the professional traits and behaviours that exemplify the best direct support employees in the sector. The guiding principles underlying core competencies module include an integrated human resource approach that will inspire and recognize skilled, professional director support employees and raise the dreams and aspirations of the people we support. The following statements of principle guide the implementation of the core competency model and outline its intent and benefits

Recognize the professional nature of direct support work:

Supporting people with developmental disability to live more inclusive and dignified lives is very rewarding work. Effective supports require creativity, motivation and many more professional traits and behaviours. The core competency model provides recognition of the professional nature of the work that we do every day.

Recruit the right people:

The core competency model is designed to enhance our ability to recruit people who share our values for more inclusive communities. The nature of our work demands that we recruit the best people we can and the core competency model will help us do that. An important goal of the Developmental Services Human Resource Strategy is to make the sector a career of choice for both new and experienced employees.

Provide job enhancement opportunities and make career paths more transparent:

The introduction of a core competency model in the sector is designed to benefit employees by providing job enhancement opportunities and making career paths more transparent. The model provides the sector with a unique ability to assist direct support employees in fulfilling their career potential and to consider ongoing advancement. By clarifying the types and levels of core competencies for positions across the organization, the core competencies model provides the sector with an important tool for succession planning.

Engage and inspire direct support employees to remain in the sector:

By highlighting the professional nature of direct support work and creating career opportunities, the core competency model will improve retention in the sector. However, the implementation of core competencies in the sector seeks to go beyond retention by striving for a more engaged and inspired workforce.

Provide a strength based approach to developing and enhancing direct support work:

Our professional work in support of people with a developmental disability is dedicated to seeing people grow, meet new challenges and aspire to new dreams. The core competency model reflects this attitude as a ‘going forward’ process for employees in the sector.

Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The core competency model will provide a valuable tool for feedback to enhance direct support work.

The primary benefit and intent of the core competency model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

A foundation for increased and sustainable human resources capacity:

Core competencies provide the foundation for the work of all the committees of the Developmental Services Human Resources Strategy. Implementing the core competencies model provides a consistent and coherent framework for meeting the challenges of transformation in the sector.

This document was initiated by the Human Resource Shared Interest Committee, a Committee of the Developmental Services Human Resources Strategy. This Committee is composed of individuals representing the interests of direct support workers across the Province – that is, corporate Union representatives from SEIU, CUPE and OPSEU, a non-Union leader to represent the interests of non-Unionized direct support workers, and sector representatives appointed by the Provincial Network, Human Resources Committee.

As well, this document has been endorsed by the Developmental Services Human Resources Strategy Steering Committee.

Human Resource Shared Interest Committee:

Nancy Wallace-Gero: Community Living Essex County, Chair, Human Resource Shared Interest Committee | Kathy Johnson: CUPE | Jim Beattie: CUPE | Sean Wilson: OPSEU | Sue Walker: OPSEU | Brad Philp: SEIU | Dave Ferguson: OCAPDD | Mario Peck: Madawaska Valley ACL | Eugene Versteeg: Christian Horizons | Andrew Lewis: Niagara Support Services/Niagara Training & Employment Agency INC | Steve Finlay: Steering Committee Co-chair, CL Oshawa-Clarington | Holly Duff: Project Coordinator, HR Strategy

MEMORANDUM OF AGREEMENT #8 – RE: Video Surveillance Cameras

The Parties agree to amend the Memorandum of Agreement dated April 11, 2006 as follows, to include the current location of the Video Surveillance cameras within CLE properties.

1. Genesis Group Home (307 Haig Street)
 - One camera pointing towards the front door entrance to the front deck
 - One camera pointing towards the exit door off the kitchen
 - One camera pointing towards the back door entrance to the back yard
2. LGJ Residence (760 Queensway)
 - One camera pointing towards the front door from the dining room area
 - One camera pointing towards the front door from the living room area
 - One camera pointing towards the front door on the apartment side
3. Community Participation Supports (345 Centre Street)
 - One camera pointing towards the main entrance, towards the back courtyard
4. Supported Independent Living Office (345 Centre Street)
 - One camera pointing towards the front main entrance door of the office
 - Once camera pointing towards the side patio door and the second front door area of the office

DATED AT Espanola, Ontario, July 10, 2026

Original

IN THE MATTER of a Policy Grievance 013AL, dated September 21, 2005
concerning the installation and use of Video Surveillance Cameras

AND IN THE MATTER of an unfair labour practice complaint to the Ontario Labour
Relations Board (Board File # 3547-05-U) concerning the installation and use of
Video Surveillance Cameras

Between

Community Living Espanola

The Employer

And

Canadian Union of Public Employees and its Local 2462

The Union

Memorandum of Agreement

WHEREAS the Union filed a policy grievance dated September 21, 2005, on behalf of
its membership, disputing the installation and use of video surveillance cameras;

AND WHEREAS a hearing into the grievance began before Arbitrator R.J. Roberts on
November 15, 2005 and continued on January 31, 2006;

AND WHEREAS the Union filed an unfair labour practice complaint with the Ontario
Labour Relations Board regarding the installation and use of video surveillance
cameras;

AND WHEREAS a pre-hearing meeting was held on March 22, 2006 in the matter of
the unfair labour practice complaint;

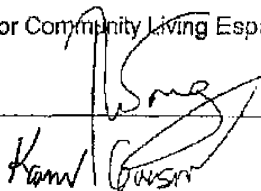
THEREFORE the Employer and the Union agree that it would be in the best interest of
both parties to resolve the grievance and the unfair labour practice, as follows:

1. **Genesis Group Home:**
 - i. the camera in the hallway will be moved and pointed to the front door;
 - ii. the camera in the dining room will be adjusted and pointed to the exit door off the kitchen;
 - iii. the camera in the living room will be removed and reinstalled in the back porch, pointed to the entrance from the back yard.
2. **Barber Street Group Home:**
 - i. the camera in the lower level will be moved and pointed to the exit door and the staircase;
 - ii. the camera in the hallway upstairs will be removed and installed outside in the carport, pointed to the exterior staircase and the street;
 - iii. the camera in the living room will be pointed to the front doorway exit;
 - iv. the camera in the kitchen will remain pointed to the half-door at the exit.
3. **LGJ Group Home:**
 - i. the camera in the dining room will be removed and installed pointed to the back exit door and the door to the room currently occupied by client J.; *(interior corner) as PW*
 - ii. the second camera in the corner will be moved and pointed to the hallway and the main exit doorway; *as interior of the dining room as PW*
 - iii. the camera in the living room will be moved approximately six inches and pointed to the main entrance;
 - iv. the camera in the basement will be removed and installed at the top of the SIL entrance door to the group home, pointed to the hallway and exits.
4. The Employer and the Union agree that the cameras will be used to ensure the safety and security of the clients.
5. The Employer agrees that the video surveillance cameras and/or tapes will not be used to monitor employees in any way whatsoever nor will they be used in any form of investigation/disciplinary action involving bargaining unit employees.

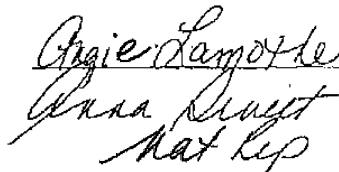
6. Prior to moving or modifying, in any way, the existing video surveillance cameras and before installing any new video surveillance cameras or any other related technology, the Employer shall inform the Union of the changes in advance and provide sufficient information regarding the changes to the Union.
7. In the event of a disagreement on number 5 above, the Union maintains its right to deal with the matter via the grievance/arbitration process.
8. The parties agree that these minutes of settlement will be provided to Arbitrator R.J. Roberts, that these minutes will be issued as a consensual award and further that Mr. Roberts will remain seized of the matter with respect to any issues arising out of the implementation of this award.
9. The Union will advise the Ontario Labour Relations Board of this award and will withdraw its complaint.

Dated this 11th day of April, 2006

For Community Living Espanola


Hans Buisson

For CUPE and its Local 2462


Angie Lamotte
Anna Rucit
Nat Lip

LETTER OF COMMITMENT #9 – RE: Creation of Full-Time Positions

The Employer commits to the creation of four (4) full-time positions within the bargaining unit as DSP 1 full time. These employees shall be entitled to the full-time benefits and 40 hours per week, similar to DSP 2 employees.

The distribution of these positions shall be as follows:

- One (1) full-time position assigned to Genesis
- One (1) full-time position assigned to Supported Independent Living (SIL)
- Two (2) full-time positions assigned to Lucille G. Joyce (LGJ)

Job Description and Job Posting

The Employer shall provide the Union with the job descriptions for the newly created full-time positions within one (1) month of ratification.

No later than three (3) months following ratification, the Employer shall post and fill the positions in accordance with the seniority provisions of the Collective Agreement.

No Layoffs and Hours of Work

The Employer further commits that, as a result of the creation of these full-time positions, there shall be no layoffs within the bargaining unit. While the Employer acknowledges that there may be a reduction in the need for part-time or casual hours, such reductions shall not result in any layoff of bargaining unit employees.

Any adjustment to part-time or casual hours arising from the creation of these full-time positions shall be in line with the Employer's commitments and obligations under the Collective Agreement, including provisions governing part-time and casual hours of work.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #10 – RE: Wage Reopener-Bill 124

1. The Parties agree that this Collective Agreement shall be reopened solely with respect to wages and monetary compensation if the Government of Ontario provides funding that is identified as compensation relating to Bill 124 or related moderation-period remedies.
2. The reopener shall be limited strictly to the allocation of such targeted funding, which shall be distributed in a fair and equitable manner.
3. The Parties agree this reopener shall not apply to any non-monetary provisions.
4. The Employer shall provide the Union with full disclosure of the amount, terms, conditions, and restrictions attached to the targeted funding.
5. Any negotiated adjustments shall not exceed the amount of funding provided for this purpose unless otherwise mutually agreed.
6. Failing agreement within sixty (60) days of written confirmation of the funding, either Party may refer the matter to arbitration pursuant to this Letter of Understanding, limited to determining the appropriate distribution of the targeted funds.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #11 – RE: Duty to Accommodate

The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, EI, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.

It is the responsibility of persons with disabilities to:

- Inform the employer of their needs
- Cooperate in obtaining necessary information including medical and other expert opinions
- Participate in discussions about solutions, and
- Work with the employer and the union on an ongoing basis to manage the accommodation process

The Union must:

- Take an active role as a partner in the accommodation process
- Share joint responsibility with the employer to promote accommodation, and
- Support accommodation measures regardless of the collective agreement
- Maintain the confidentiality of persons with disabilities

The Employer is required to:

- Accept accommodation requests in good faith as appropriate to the employee's position
- Request only information that is required to make the accommodation
- Obtain expert advice or opinion where necessary
- Take an active role in ensuring that all possible solutions are examined
- Maintain the confidentiality of persons with disabilities
- Deal with accommodation requests in a timely way, and
- Bear the cost of any requested medical information or documentation

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #12 – RE: Benefits Carrier

It is agreed that a new Benefit Carrier must provide benefits which are equal to or superior to the Benefits presently provided.

It is further agreed by the Parties that the Carriers of Benefit Plans identified in Article 17.01 may be changed during the terms of this Agreement provided that the Benefits available to employees are equal to or better than the Benefits provided.

The Union will be notified of any change in Carrier.

1. The Employer agrees that it will provide all required information to the union regarding all Group Benefits as outlined in article 17.01 of the Collective Agreement.
2. The parties further agree to meet at Joint Consultation to discuss the benefits, review the information received and it is further agreed that the parties will negotiate retiree benefits where such benefits will not result in any additional costs to the Employer.
3. And disagreement on the above may be subject to the grievance arbitration process.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #13 – RE: Joint Scheduling Committee

The parties agree that the Joint Scheduling Committee (JSC) shall be comprised of three (3) members from the Union and three (3) members from the Employer. The JSC shall be tasked with reviewing all current staffing and scheduling models with the goal of eliminating precarity while achieving work life balance and maximizing services provided to supported individuals. The JSC shall meet once during each posted schedule and may be considered an adhoc committee of the Joint Consultation Committee. The goal of the JSC shall be to review the schedules and recommend to senior management new rotations, positions and scheduling lines.

The JSC shall meet every six (6) weeks for the duration of this collective agreement with the intent of reviewing all staffing schedules and utilizing meaningful staff input. The Employer will provide copies of the availability forms to the Committee.

DATED AT Espanola, Ontario, July 10, 2026

LETTER OF UNDERSTANDING #14 – RE: Central Bargaining Table

The Parties recognize the financial constraints faced by agencies due to years of funding cuts, freezes and no baseline funding adjustments and the impacts of COVID-19. The Parties also recognize the significant economic, familial and health impacts of COVID-19 upon frontline workers and the people to which they provide services.

The Parties further recognize that reductions in service, closures and layoff should never be considered an option to realize cost-savings.

The Parties commit to the understanding that new and innovative methods to reduce costs, while improving economic and workplace conditions for frontline workers, must be investigated and promoted to avoid any decision with negative impacts for the Agency, the frontline workers, the persons receiving service, their families and the community. Therefore, the Parties agree to participate and support a Central Bargaining Table for all CUPE Developmental Service Agencies in Ontario.

Furthermore, the employer will contact its respective employer association(s) with the request that they work jointly with CUPE to pursue this goal and to gain the support and resources of
Furthermore, the employer will contact its respective employer association(s)
with the request that they work jointly with CUPE to pursue this goal and to gain the support and resources of MCCSS.

DATED AT Espanola, Ontario, July 10, 2026