COLLECTIVE AGREEMENT

between

Community Living Hamilton

(hereinafter referred to as the "Employer")

COMMUNITY
Hamilton

and

The Canadian Union of Public Employees, and its Local 3943

(hereinafter referred to as the "Union")

CUPE·SCFP

For the Period: April 1, 2025 to March 31, 2028

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WHEREAS the purpose of this Agreement is to maintain the existing harmonious relations and settled conditions of employment between Community Living Hamilton and its Employees and to provide means for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all Employees within the Bargaining Unit:

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 The Union acknowledges and recognizes that the management of Community Living Hamilton and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

a) Maintain order, discipline and efficiency;

b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline Employees provided that a claim of discharge or discipline without just cause by an Employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided; the discharge of an Employee who has not completed their probationary period may not be the subject of a grievance, unless the grievance alleges a violation of the Human Rights Code;

c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of work, work assignments, methods of doing work and the working establishment for any service;

d) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;

e) Make and enforce and alter from time-to-time rules and regulations to be observed by Employees;

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

1.02 No Discrimination

Both parties agree that there shall be no discrimination, interference, restriction, or coercion, exercised or practiced with respect to any Employee in the matter of hiring, wage rates, benefits, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise solely by reason of age, race, creed, colour, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of origin, place of residence, handicap, or any other grounds enumerated in the *Ontario Human Rights Code*, nor by reason of their membership or activity in the Union or any other reason. In addition, the Employer specifically acknowledges their obligation

to accommodate Employees as required by the *Human Rights Code of Ontario, Occupational Health and Safety Act, Workplace Safety and Insurance Act and the Accessibility for Ontarians with Disabilities Act.*

ARTICLE 2 – RECOGNITION OF UNION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of Community Living Hamilton, save and except clerical staff, Supervisors, persons above rank of "Supervisor" and persons employed in the Special Services at Home Program.

2.02 Work of the Bargaining Unit

Bargaining unit work shall only be performed by bargaining unit members.

2.03 No Other Agreements

The Employer shall not bargain with or enter into any agreement amending any of the provisions of this Agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

2.04 Contracting Out

The Employer agrees that no work or services performed by Employees will be contracted out which will result in a layoff or reduction in pay of any Employee.

2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Executive Director or designate of the Employer. Such representative may be granted access to the Employer's premises in order to investigate and assist in the settlement of a grievance where such grievance has proceeded to Step 2 of the Grievance Procedure.

2.06 Definition of Employee

A part-time Employee is an Employee who is regularly scheduled for not more than twenty-four (24) hours per week. A full-time Employee is an Employee who is regularly scheduled for more than twenty-four (24) hours per week.

2.07 The term "Employee" or "Employees" as used in this Agreement shall mean only such persons as are included in the above-defined bargaining unit.

2.08 a) There will be no solicitation for membership, collection of dues or Union activity for any purpose on the Employer's premises during working hours except with the written permission of the Employer.

b) The Union shall not distribute or cause to be distributed or posted any handbills, pamphlets, Union publications or the like on the Employer's premises except as permitted by the Employer. Such permission shall not be unreasonably denied.

ARTICLE 3 – STRIKES AND LOCKOUTS

3.01 The Union, its members and Employees shall not cause, direct or consent to any strike, or other cessation of work, refusal to work or to continue to work by Employees in combination or in concert of in accordance with a common understanding, or a slow-down or other concerted activity on the part of Employees to restrict or limit the operations of the Employer during the term of this Agreement.

3.02 The Employer shall not cause or direct any lockout including the closing of a place of employment, a suspension of work or a refusal to continue to employ a number of Employees, with a view to compel or induce Employees to refrain from exercising any rights or privileges under the *Ontario Labour Relations Act* or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privilege or duties of the Employer, the Union or the Employee during the term of this Agreement.

ARTICLE 4 – HARASSMENT

4.01 Personal Harassment

a) The Employer and the Union agree that every Employee has a right to freedom from harassment in the workplace. Any Employee who believes that they have been harassed has the right to seek redress in accordance with the Employer's policy.

b) The parties agree that is it the responsibility of all management staff and bargaining unit Employees to strive to create an environment free of discrimination and harassment in their respective area. Within that responsibility is an awareness of what constitutes discrimination, bullying and harassment, of the procedures in place for dealing with allegations, and confidentiality in the processing of complaints and grievances.

ARTICLE 5 – UNION DUES/UNION SECURITY

5.01 Deductions

Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union no later than the last day of that month. The Union agrees to keep the Employer harmless and indemnified from any claims against it by an Employee which arises out of any deduction under this Article.

5.02 The Employer shall deduct from each Employee included in the Bargaining Unit, an amount equal to the normal monthly Union dues for all such Employees upon completion of thirty (30) calendar days of employment with the first one (1) month's Union dues deduction for a new Employee to start with the first dues deduction payroll following thirty (30) calendar days from the date of hire of such.

5.03 The Treasurer of the Union shall notify the Employer by letter of the monthly amount of such dues and any changes therein.

5.04 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union membership and dues check-off. The Employer agrees to continue its practice of informing the new Employee that an agreement is in effect, and, where possible, the name and location of the Union Steward.

5.05 The Employer will provide the Union with a list, monthly, of all new hires, layoffs, recalls, terminations, and permanent transfers within the bargaining unit.

A new Employee will have the opportunity to meet with a representative of the Union, within seventy (70) calendar days after commencement of employment, to acquaint the Employee with such Union Representative and the Collective Agreement.

Such meeting will be arranged by the Employer on the Employer's premises. The meeting will be during working hours, without loss of pay, for a maximum of fifteen (15) minutes.

5.06 If after notification to the Union and the new Employee of the time and place, the new Employee or Steward does not attend the interview, the Employer shall not be required to schedule a further interview for the Employee.

5.07 T4 Slips

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

5.08 Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. This list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and if available, personal e-mail.

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

The Employee contact list will be provided in an electronic spreadsheet to the Recording Secretary and President of the Union on a quarterly basis, no later than the end of the month in the months of March, June, September, and December.

5.09 In the event that legislation is enacted that impacts the nature and scope of information provided to the Union under the Articles within this Collective Agreement, the Employer will make all reasonable efforts to supply information required by the Union which may include: Employee's names, job status, classification, worksite, regular earnings, and total hours worked. This information will be provided in a timely manner, with earnings information being provided on a per payroll basis if required.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the Parties arising out of, or incidental to this Collective Agreement shall pass between the Executive Director or designate and the Secretary of the Union of Local 3943, or designate, with a copy to the Local Union President and Unit Chair. Both parties agree to keep the other advised of the names and addresses of the appropriate officers as set out herein, from time to time as changes occur.

ARTICLE 7 – UNION/MANAGEMENT RELATIONS

7.01 Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members and the President/Unit Chair of the Union for a total of six (6) members. The Union will advise the Employer of the Union members of the Committee.

7.02 In any renegotiation of this contract, any representative of the Union Bargaining Committee shall have the right to attend those meetings which are held within working hours without loss of remuneration.

7.03 Employee Relations Committee

a) There shall be an Employee Relations Committee comprised of an equal number of representatives from both the Union and the Employer; the Union's representatives will include the President/Unit Chair. The parties may by mutual agreement extend an invitation to the Canadian Union of Public Employees National Representative. The number of representatives on the Committee shall be mutually determined by the Employer and the Union.

b) The Committee will hold meetings not more often than once every two (2) months at the request of either party, and more frequently on urgent matters by mutual agreement of the parties. The meeting will be held at a mutually convenient time and date.

The meeting minutes shall alternate between the Employer and Union's representatives at each meeting. The meeting minutes for the previous meeting and the upcoming meeting's agenda shall be distributed to the committee members one (1) week prior to the scheduled meeting date. Additional agenda items may be added on the day of the scheduled meeting if needed by the Employer or Union's

representatives. Once the meeting minutes are approved by both the Union and Employer's representatives, the meeting minutes shall be distributed to all staff no more than thirty (30) days after the meeting.

c) The purpose of the meetings will be to discuss matters of mutual concern. It is expressly understood that such meetings are not intended to replace or interfere with the established Collective Bargaining Procedures or the Grievance and Arbitration Procedures of this Agreement.

d) Members of the Union Committee required to attend such meetings will be compensated for time lost from their regular working hours at their regular rate. A member of a committee shall be deemed to be at work during the times described above and shall be compensated for this time in accordance with the collective agreement. If a meeting is scheduled during a Union Committee's workday but during their non-working hours, the member's shift will be adjusted to include the meeting time.

e) Within two (2) weeks of the implementation of a Board policy or decision that materially affects Employees within the bargaining unit, the Employer agrees to provide a written copy of the same to the union.

f) Prior to effecting any changes in rules or policies which materially affect Employees within the bargaining unit, the Employer will discuss the changes with the Union.

g) The Employer and the Union agree that the Employee Relations Committee shall be utilized for the purpose of reviewing workload issues including individual workload concerns and systemic workload issues as a standing agenda item and making recommendations for addressing workload concerns.

Individual Employees or Groups shall request, in writing, including a description of the issues and possible solutions/recommendations, to the Employee Relations Committee to conduct a review of their workload.

Recommendations to address workload concerns will be submitted in writing to the Employer or their designate, who will respond in writing in a timely manner within fifteen working days. Should a recommendation not be implemented, the reasons for the decision will be provided to the Employee Relations Committee, and the individual Employee or Group in writing. The parties will revisit the issues that led to the recommendation.

7.04 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established and shall operate under the requirements of the *Occupational Health and Safety Act*, as it may be amended.

a) Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the Local Union.

b) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfill its functions. In addition,

the Employer will provide the Committee with all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information. All reports shall be provided to the Committee one (1) week prior to the scheduled meeting date.

c) In addition to its other responsibilities, the Joint Health and Safety Committee shall have the authority to recommend to the Employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of Employees.

d) A member of the Joint Health and Safety Committee, shall be provided:

i) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;

ii) such time as is necessary to attend meetings of the committee; and

iii) such time as is necessary to carry out the member's duties.

e) A member of a committee shall be deemed to be at work during the times described above and shall be compensated for this time in accordance with the collective agreement.

The Employer agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.

Meetings of the JHSC shall be held every month or more frequently as agreed by the co-chairs if required, however, upon agreement by the co-chairs, the JHSC may forego monthly meetings during summer months, upon mutual agreement.

The Committee shall maintain minutes of all meetings and make the same available for review. Once the meeting minutes are approved by both the Union and Employer's representatives, the meeting minutes shall be distributed to all staff no more than thirty (30) days after the meeting.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards

The Employer acknowledges the right of the Union to appoint or elect a Grievance Officer as well as nine (9) full-time and nine (9) part-time Stewards to represent Employees in the bargaining unit. Employees so elected to represent the Union shall at the time of their appointment have completed their probationary period.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the names of Grievance Officer and Stewards before the Employer shall be required to recognize them.

8.03 Grievance Committee

The Employer agrees to recognize a grievance committee comprised of the Grievance Officer, a Steward, and a representative of the Canadian Union of Public Employees. The Grievance Officer shall be designated as the Chair of the grievance committee.

8.04 Permission to Leave Work

The duty of the stewards shall be to assist Employees which the Steward represents in preparing and presenting grievances to the Employer in accordance with the grievance procedure herein.

The Employer agrees that a Steward shall not be hindered, coerced, restrained or interfered with while investigating disputes and presenting adjustments provided in this Article.

The Union agrees that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their Supervisor. Such permission shall not be unreasonably withheld.

8.05 Definition of a Grievance

A grievance shall be defined as any difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

8.06 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Complaint Stage:

An Employee who has a complaint must bring that complaint to the attention of their immediate Supervisor/Manager or designate within five (5) working days of when the Employee became or ought reasonably to have become aware of the grievance which gave rise to the complaint. A meeting will then be held with the Employee, their Supervisor and the Employee's steward, as determined by the Union, to discuss the issue within five (5) working days of the Supervisor/Manager being made aware of the complaint by the Employee. At the option of the Supervisor, another representative from the Employer may be present. It is understood that no Employee has a grievance until the immediate Supervisor/Manager has been given an opportunity to adjust the complaint and verbally reply, which reply shall be a maximum of three (3) working days from the date of such meeting. Failing settlement, the matter may be taken up as a grievance within five (5) working days of the verbal reply through the following steps in sequence.

8.07 Step No. 1

The Employee may submit a written grievance signed by them, their Steward, or a representative of the Union to the Program Director/or designate. The grievance shall identify the article or articles alleged to have been violated. A meeting will be held

between the Program Director or designate, one (1) other representative from the Employer and the Employee, and the Employee's Steward, as determined by the Union, will take place within five (5) working days of receipt of the grievance. The Program Director or designate will reply in writing within (5) working days after the meeting.

8.08 Step No. 2

Failing settlement being reached in Step 1, the Union Grievance Committee, within (5) working days of the reply in Step 1, shall present the grievance to the Executive Director or designate. A meeting will be held between the Executive Director and one (1) other representative from the Employer and the Union Grievance Committee or designate(s) and the griever(s) within fifteen (15) working days after filing of the grievance at this Step.

The Executive Director shall reply in writing within five (5) working days of the meeting.

8.09 Policy Grievance

If the Employer is alleged to have violated any provisions of this Agreement and such violation affects the interest of the Union as a party to the Agreement, the Union may file a grievance, beginning at Step No. 2, which shall be signed by the Chair of the Grievance Committee, or designate, and shall be identified as a "Union Policy Grievance". It is understood that the provisions of this section may not be used with respect to a complaint or a grievance directly affecting an individual Employee and that the regular grievance procedure shall not be by-passed. The Union recognizes that it is the Employer's and its representatives' right to submit a policy grievance to the Union. Such grievance will commence at Step No. 2.

Any such grievances, covered by Article 8.09 must be filed within ten (10) working days of when the party became or ought reasonably to have become aware of the occurrence which gave rise to the grievance.

8.10 Group Grievance

In the event that there is a difference arising between the parties relating the interpretation, application, administration or alleged violation of the Collective Agreement, and this situation directly affects a group of Employees, the Union may file a group grievance, beginning at Step 1, which shall be signed by the Chair of the Grievance Committee, or designate, and shall be identified as a "Group Grievance".

A Group Grievance must identify all Employees, specifically by name, under the Group Grievance.

Any such grievance, covered by Article 8.10 must be filed within ten (10) working days of when any individual of the affected group of Employees became or ought reasonably to have become aware of the occurrence which gave rise to the grievance.

8.11 Failure to Act Within Time Limits

The time limits set out in the grievance and arbitration procedures 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 the provisions of Section 45 (8.3) of the *Labour Relations Act*.

8.12 Definition of Working Days

For the purpose of this Article, the words "working days" shall not include Saturdays, Sundays or paid holidays.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

Composition of Board of Arbitration: Grievances not adjusted in Step No. 2 relating to the interpretation, application and administration or alleged violation of this Agreement, including the question as to whether a matter is arbitrable may be referred to a Board of Arbitration by notice addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board and specifying the agreement clauses involved. Within TEN (10) DAYS thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial Chair. If no written request for arbitration is received within TEN (10) DAYS from the date of the decision in Step (2) above the grievance shall be deemed to have been settled and may not be processed further. No person may be appointed as a representative who has participated in prior efforts to settle the grievance to be arbitrated.

9.02 Expenses of the Board

Each party shall pay:

1) The fees and expenses of the arbitrator it appoints

2) One-half (1/2) of the fees and expenses of the Chair.

9.03 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair within TEN (10) DAYS of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

9.04 Powers of the Board

The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Board may nevertheless decide whether or not retroactive wages are payable because an Employee has been deprived of wages as a result of a violation of the Agreement by the Employer and, where such violation involves disciplinary action should be modified if in the opinion of the Board the extent of the discipline is unreasonable in relation to the offence.

9.05 Decision of the Board

The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the Employees. In the event there is no majority decision the decisions of the Chair shall be the decision of the Board.

9.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

9.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

The record of an Employee shall not be used against them at any time after (twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse report.

10.02 Discipline Notices

Whenever the Employer deems it necessary to suspend or discharge, or otherwise discipline an Employee, the Employer shall notify the Union of such discipline in writing. The employer shall only discipline for just cause.

10.03 Omit Grievance Step

An Employee, other than a probationary or temporary Employee, who has been terminated or notified of their termination, may submit a grievance directly to Step No. 2, in accordance with the provisions of Article 8.08.

Notwithstanding the foregoing, a probationary or temporary Employee may grieve a termination or termination notice at Step 2 if the grievance alleges a violation of the *Human Rights Code*.

10.04 A claim by an Employee, who has completed their probationary period, that they have been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged by the Employee and their steward or a representative of the Union with the Employer at Step No. 2 within five (5) working days after the date of discharge is effective.

10.05 Access to Personnel File

Each Employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations, or any other information

contained therein, in the presence of the Executive Director or designate. An Employee has the right to obtain copies of any information contained in the file.

10.06 Right to Have a Steward Present

When the Employer intends to meet with an Employee about a matter that may give rise to discipline the Employer shall advise the Employee and Grievance Officer in advance about the purpose of the meeting, and advise the Employee about the right to have Union representation at the meeting if the employee chooses.

10.07 The Union and the Employer recognize the value of Union representation for Employees where an Employee is involved in an investigative discussion. Members interviewed by the Employer shall have Union representation during the interview(s), unless declined by the Employee. The Employee and the Union shall be notified prior to such meeting. At the same time that the Employer notifies the Employee(s) of the meeting the Employer shall notify the Employee(s) of the purpose of the meeting and the right to have Union representation at the investigation meeting.

ARTICLE 11 – SENIORITY

11.01 Seniority List

A single seniority list shall be established for all Employees. For Employees who are regularly scheduled for more than twenty-four (24) hours per week, the seniority list shall show the names of Employees who have completed the probationary period and their most recent date of hire. For Employees who are scheduled for not more than twenty-four (24) hours per week, the seniority list shall show the names of Employees who have completed the probationary period and the hours paid, from their most recent date of hire up to a maximum of two thousand eighty (2080) hours each year. For such part time Employees, 2080 hours shall equate to one year of seniority.

The seniority list will be posted on the Employer's bulletin board within thirty (30) days from the commencement date of this Agreement and brought up to date semi-annually in January and July thereafter, and a copy of the list shall be emailed to all staff and given to the Local Union President/Unit Chair within one (1) month.

11.02 Probationary Employees

a) A full-time Employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list until they have completed sixty-five (65) days worked for the Employer in the bargaining unit from their most recent date of hire.

Probation may be extended at the mutual agreement of the parties for a period not to exceed sixty-five (65) days worked. Upon completion of such probationary period, the Employee's name shall be placed on the seniority list and seniority shall be effective from the original date of hire.

b) A part-time Employee will be considered on probation and will not be subject to the seniority provisions of the Agreement, nor shall their name be placed on the seniority list until they have completed three (3) months worked for the Employer in the bargaining unit from their most recent date of hire.

Probation may be extended at the mutual agreement of the parties for a period not to exceed three (3) months worked. Upon completion of such probationary period, the Employee's name shall be placed on the seniority list and seniority shall be calculated on hours paid, with 2080 hours representing one year of seniority.

c) An Employee awarded a promotion or transfer between full-time and part-time positions or vice versa shall not be required to complete another probation period but shall be subject to a trial period as outlined in Article 13.06.

11.03 Loss of Seniority

Seniority and employment shall be terminated when an Employee:

a) resigns;

b) is discharged;

c) is absent due to a disability for a continuous period exceeding two (2) years in duration;

d) is laid off for lack of work, subject to the provisions of Article 14;

e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason. It is understood that this three (3) day period also applies to weekend staff;

f) fails to report for work upon the expiration of any leave of absence granted to them without notifying the Employer and providing a reason satisfactory to the Employer;

g) fails to report for work within ten (10) working days, without a satisfactory reason, after issuance of notice of recall from layoff by registered mail to their last known address listed with the Employer;

h) Retires.

11.04 Seniority shall be retained and accumulated when an Employee is absent from work under the following conditions:

a) when on leave of absence with pay;

b) when on an approved leave of absence without pay;

c) when in receipt of Workers' Compensation, for a period not exceeding two (2) years;

d) when on pregnancy and/or parental leave as provided under the *Employment Standards Act, 2000.*

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

a) when laid off and entitled to recall. When a former Employee is recalled and rehired within the applicable period outlined in Article 14, the Employee will be credited with seniority accumulated during layoff.

11.06 Transfers and Seniority Outside the Bargaining Unit

a) No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is permanently transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit for a period of two (2) years from their date of transfer. If the Employee returns to the bargaining unit within two (2) years from their date of transfer, they shall be returned to their former position, if it exists, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, if it exists, without loss of seniority.

If former positions, as referred to above, no longer exist, they shall be placed in a job consistent with their seniority. In this case, such placement shall not result in the layoff or bumping of an Employee holding greater seniority.

b) Employees temporarily transferred out of the bargaining unit for periods of less than two (2) years will continue to accumulate seniority during their period of time outside of the bargaining unit.

c) If an Employee, other than a probationary Employee is laid off as a result of Employees returning to the bargaining unit under (a) or (b) above, such Employee will be covered under the terms of Article 14.02.

d) Termination of a temporary Employee as a result of Employees returning to the bargaining unit under (a) or (b) above will be as outlined in Article 25.01.

ARTICLE 12 – JOB CLASSIFICATIONS

12.01 Job Descriptions

The Employer agrees to provide job descriptions for all Employees in the bargaining unit. The job description shall locate and identify a specific position within a program or activity of the Employer, summarize the duties required by the Employer, and indicate the appropriate occupational group and job title.

Revisions to job descriptions shall be presented to the Employee and the Secretary or designate of the Union. Subject to written objection of the Union within thirty (30) days, these revisions shall become the recognized job descriptions for the identified positions.

12.02 Job Classifications

The Employer agrees to provide definitions of occupational groups, names of positions, or job titles, classifications related to the hourly rate/wage schedule attached as Appendix

"A" of this Agreement, and job specifications factors used to establish classification of all positions within occupational groups.

Changes in the definition or composition of occupational groups shall not be made without proper disclosure in full to the Union, and discussion with the President/Unit Chair and Secretary or designate of the Union, with the objective of mutual agreement. Officers of the union shall suffer no loss of pay for participation in such discussions.

When the duties or volume of work in any classification are changed or increased and where the Union and/or an Employee feels they are unfairly or incorrectly classified as a result, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to discussions between the Employer and the Union. No changes in rate of pay for any position shall be made without prior discussions with the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. When such dispute is submitted to grievance, it shall commence at Step 2 of the grievance procedure, provided that the grievance is submitted in writing within the time limits as contained in Article 5.10. The new rate shall become retroactive to the time the position was first filled by an Employee.

12.03 Should job qualifications change, bargaining unit members will be deemed qualified in their current position, and those qualifications for which the Employee has been deemed qualified will be transferrable to any other position within the bargaining unit which requires those qualifications.

12.04 Transfer Requests

An Employee wishing to transfer into an alternate position and/or location, may request to be considered for a placement vacancy, as identified by the Employer, by submitting a request in writing to Human Resources that includes the location(s) requested for future placement and the position(s) in which the Employee wished to be considered.

Requests shall be placed on file for a period of twenty-four (24) months.

A request for a transfer will only be granted in the event the Employee would be able to satisfy the language and vacancy. Article 13.04 and seniority shall govern.

Vacancies will be identified by the Employer and the decision to proceed with a transfer or posting will be discussed with the Union and the Union will receive written notification prior to implementation.

A request for a transfer will only be approved for lateral transfers or transfers into a classification with the same rate of pay and entitlement to benefits or lower, and full time to part time.

Only requests for a transfer on file at the time a vacancy is identified will be considered under this article.

No transfer shall be unreasonably denied.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

a) When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post electronically to all employees, ensuring a copy is sent to the President/Unit Chair and Recording Secretary of the Union via email. Notice of vacancies for all positions which shall include the resignation of an incumbent shall be posted on bulletin boards for a minimum of one (1) week and sent via email to all Employees so that all Employees will know about the vacancy.

b) Temporary Postings

When the Employer can reasonably determine that a temporary full-time vacancy will last longer than three (3) months, then such vacancy shall be posted in accordance with 13.01 Job Postings and Article 13.02. The initial temporary vacancy shall be posted but the Employer shall not be required to post any subsequent vacancy. Resources permitting and where practicable, full-time vacancies of less than three (3) months shall be filled with Employees who are regularly scheduled for not more than twenty-four (24) hours per week. It is understood that no temporary posting shall be longer than two (2) years unless otherwise mutually agreed.

c) It is understood that internal applicants must be Union Employees who have completed their probationary period.

d) Where possible the successful candidate will be transferred to the new position within a one-month period contingent upon the ability of the Employer to maintain a safe and efficient operation. Notice of the successful candidate(s) will be forwarded to the Union President/Unit Chair and Recording Secretary.

e) Employees who are temporarily reassigned in accordance with the above shall not be eligible to apply for a new temporary assignment posted during their secondment unless mutually agreed upon in writing by the parties.

f) Employees who are temporarily reassigned in accordance with the above are not considered temporary workers.

13.02 Resources permitting and where practicable, vacancies of less than three (3) months shall be filled with part-time Employees.

13.03 Information on Postings

Such notice shall contain the following information: nature of position, qualifications, skills, current shift and hours, current location and wage rate.

13.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer; that job opportunity should increase in proportion to length of service and ability based on

performance. Therefore, in making an appointment under Article 13.01 above, seniority, qualifications for the position available, health, and ability shall be the factors considered in choosing the successful candidate. If these factors are relatively equal then the candidate with greater seniority shall be appointed to the vacancy. The Employer will first determine whether an internal applicant will be appointed to the vacancy before evaluating the application of an external candidate. The Employer will furthermore advise an unsuccessful, internal candidate of its decision and the reasons for such decisions within three (3) weeks in writing. Employees may request a feedback/debrief with the Interviewer regarding the interview feedback if they choose.

13.05 Consideration for promotion will be given to the senior applicant who does not fully possess the required educational qualifications at the time of posting, but is actively engaged in obtaining such qualification at the time of application, and will be so qualified within a twelve (12) month period.

13.06 Trial Period

When an Employee is awarded a promotion or transfer, they shall be allowed a trial period of sixty- five (65) working days. The trial period may be extended at the mutual agreement of the parties for a period not to exceed an additional sixty-five (65) worked days. Within this period the Employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority and at their former hourly rate/wage rate.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, and hourly rate/wage rate without loss of seniority.

The Employer shall not curtail the trial period without just cause before it has run its course.

13.07 If an Employee is promoted or transferred, the date of transfer to the new classification shall become the anniversary date for application of hourly rate/wage progression.

ARTICLE 14 – LAYOFFS AND RECALLS

14.01 Layoff Procedure

a) In the event that a reduction of the work force in any of the Employer's Divisions is required, the Employer agrees to adjust its workforce and layoff separately full-time and part-time Employees in the following order, subject to the provisions of (b) below:

1. The Employee(s) with the least amount of seniority in the Division affected, will be displaced from the Division in sufficient number so as to provide for the required work force adjustment in the Division, and

2. An Employee displaced from a Division in accordance with (1) above will be considered for employment in some other Division of the Employer. Any

resultant layoff will occur on the basis of seniority with the Employer.

b) This displacement and/or layoff of an Employee will only occur on the basis that the senior Employee who retains employment is qualified and able to perform the work available. This displacement and/or layoff shall not be made in a manner that is arbitrary or in bad faith.

c) Where possible, the Employer shall give the Union twelve (12) weeks notice in writing in the event that the Employer is considering reductions and/or closure of programs, services or supports; layoffs; restructuring; or any other initiatives that would impact the job security of bargaining unit members.

The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall discuss with the Union the issues giving rise to the notice. If indefinite layoffs are being considered, the parties shall discuss all reasonable options such as attrition, redeployment, voluntary leaves of absence, retraining and voluntary exit plans.

d) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected Employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected Employee has more than twelve (12) months service. Employees with less than twelve (12) months' service will be entitled to notice in accordance with the provisions of the *Employment Standards Act*.

Should the Employer and the Union agree to a different method of implementation, such agreement shall take precedent over the other terms and conditions of this Collective Agreement.

e) Unless otherwise required by legislation or by Government directive (stemming from legislative regulations), should job qualifications change, Employees will be deemed qualified in their current position and status (e.g., full-time versus part-time).

14.02 When an Employee, other than a probationary or temporary Employee has been laid off they shall be entitled to recall in reverse order of the layoff procedure for a period of two (2) years from the date of layoff.

14.03 Employees shall be recalled after layoff in accordance with provisions of Article 14.02 above, provided that the Employee to be recalled is qualified to do the work to which they are assigned. This recall shall not be made in a manner that is arbitrary or in bad faith.

14.04 It is the responsibility of the Employee to keep the Employer informed of their current address and telephone number. If the Employee fails to do this, the Employer will not be responsible for a failure of notice to reach the Employee.

14.05 An Employee who has been laid off and is entitled to recall in accordance with the provisions of Article 14.03 may arrange payment of premiums for all health and welfare benefits provided for under this Agreement at the time of lay-off. Such Employee must arrange payment through the Employer at the time of lay-off.

ARTICLE 15 – HOURS OF WORK

15.01 Normal Hours of Work

a) For Employees who are scheduled for more than twenty-four (24) hours per week, the regular workday will be eight (8) hours, and the regular work week will be forty (40) hours, with the exception of those persons scheduled as shown in Appendix "B". Such hours will include paid lunch periods.

b) The regularly scheduled hours of work for part-time Employees shall not normally exceed twenty-four (24) hours per week as assigned by the Employer. For Employees who are regularly scheduled for not more than twenty-four (24) hours per week, for any shifts that are five (5) hours or more, such hours will include paid lunch periods.

c) The regularly scheduled hours of work for part-time Employees shall not normally exceed twenty-four (24) hours per week as assigned by the Employer with the exception of part-time Employees regularly scheduled to work sleep shifts, in which case the regularly scheduled shifts shall not exceed three (3) shifts per week to a maximum of 28.5 hours per week.

15.02 For full-time Employees, the workday and work weeks which an Employee is currently scheduled to work are listed in Appendix "B" and any changes to such schedules will be in accordance with the provisions of Article 15.03 (a) below.

15.03 Working Schedule

a) For full-time, part-time, relief and on-call Employees, groups of Employees or programs, the schedules of days of work, starting and quitting times and the time of lunch periods, relief periods and rest periods, including on-call availability will be posted electronically, and otherwise made known to Employees in accordance with the requirements of the Community Living Hamilton. Shift schedules, for programs covering a six-week period will be posted electronically, two (2) weeks in advance of their effective date.

b) Employees will be notified five (5) working days in advance of any general change in their weekly work schedule. Prior to any such change in schedules, the Employer agrees to notify the Union of such changes and at the request of the Union, conduct a meeting to review the reasons for the schedule change and further consider any and all alternative means of scheduling the Employees.

c) Scheduled Employees requesting specific days off will notify their Supervisor in writing two (2) weeks prior to the posting of the new schedule, except in cases of emergency in which case as much notice as possible shall be provided. Subject to operational requirements as determined by the Employer, approval of such requests shall not unreasonably be denied.

d) Short-notice request for time away, which are all requests made less than two (2) weeks prior to the posting of the new schedule, shall be considered by the employer

subject to operational requirements and shall be reviewed on a first come, first serve basis. Approval for such requests shall not be unreasonably denied.

15.04 Rest Periods

Employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and second half of a shift or shall be provided with an alternative equivalent arrangement. Notwithstanding the foregoing, Employees working a shift of four (4) hours or less shall be permitted a paid rest period of fifteen (15) consecutive minutes or shall be provided with an alternative equivalent arrangement.

15.05 An Employee scheduled to work in any vocational programme shall be allowed five (5) minutes wash-up time before lunch within a staggered fifteen (15) minute period.

15.06 Reporting Pay

a) An Employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work.

b) If the Employer determines that an Employee who reports for additional hours is not required to work the shift, in whole or in part, the Employee shall receive a minimum of three (3) hours of pay.

15.07 Shift Exchanges

The Employer may allow an exchange of shifts at the request of two (2) Employees provided that its approval is obtained in advance and that no additional cost results to the Employer in such an exchange of shifts.

15.08 a) Centralized On-Call

i) On-call Employees may only be included on one (1) on-call list and must be willing to work at ALL locations served by that list. The inclusion of Employees in an on-call list will be based on operational requirements. The list of programs covered by the individual on-call pools will be discussed with the Union prior to implementation and will not be changed unless notice is first provided to the Union.

ii) Employees placed on the on-call list will receive orientation for the locations served by the applicable on-call list. Copies of such lists shall be forwarded to the Union within one week of finalization.

b) Scheduling of on-call hours:

Scheduling of on-call hours will be centrally managed by the Employer and will be a standing item on the Employee Relations Committee agenda.

c) On-Call Employees and part-time, relief employees who regularly wish to pick up additional shifts within the program where they are normally scheduled shall submit their written availability for such work in accordance with the schedule of release dates.

15.09 Site Closure

When programs are closed outside of the control of the Employer and there is no alternate worksite available, Employees not required to remain in the workplace will be provided time away from work without loss of pay based on their regularly scheduled shift(s) during the time of closure.

15.10 Attendance at staff meetings of less than (3) hours is not mandatory.

ARTICLE 16 – OVERTIME

16.01 Overtime Defined

a) An Employee, who is regularly scheduled for more than twenty-four (24) hours per week and works in excess of eight (8) hours per day or forty (40) hours per week shall be entitled to overtime for such hours worked.

b) An Employee, who is regularly scheduled for not more than twenty-four (24) hours per week and works in excess of forty (40) hours per week shall be entitled to overtime for such hours worked.

16.02 Overtime Rates

An Employee who is authorized to work overtime as described above will be entitled to receive an overtime premium which shall be compensated by either of the following at the option of the Employee:

a) Payment of overtime premium at the rate of one and one-half (1 ½) times the Employee's regular straight time hourly rate of pay for time so worked. The Employer will endeavour to have such pay included on the bi-weekly payroll.

or

b) Lieu time off at the rate of one and one-half (1½) times the time so worked. Such time to be taken within three (3) months of the time so worked, at a time mutually agreed upon by the Employee and the Employer. Subject to operational requirements as determined by the Employer, the Employer agrees requests for lieu time shall not be unreasonably denied.

16.03 No Layoff to Compensate for Overtime

An Employee shall not be required to layoff during regular hours to equalize any overtime worked. It is understood that this provision will not conflict with the provisions of Article 16.02 b) above.

16.04 Distribution of Overtime

Overtime and call-back time shall be divided as equitably amongst employees who are qualified and would traditionally perform the required work.

Overtime shall be offered first in order of seniority to current staff at the site where the overtime shift is available. If no current staff at the site accepts the overtime shift, the overtime shift will be offered to staff who have been trained at the site in order of seniority. If no staff who have been trained at the site accepts, the overtime shift, the shift will then be offered to staff who have been trained within the program in order of seniority.

16.05 Minimum Callback Time

An Employee who is called into work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the Employee's regular scheduled hours and the work the Employee is called in to do.

16.06 No Duplicating or Pyramiding of Overtime

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

16.07 Meal Allowance

An Employee required to work more than three (3) hours overtime, consecutive with their regular shift shall be provided with a meal or an allowance by the Employer not to exceed fifteen dollars ($15.00).

ARTICLE 17 – PAID HOLIDAYS

17.01 List of Holidays

a) The Employer recognizes the following paid holidays:

New Year's Day	Labour Day
Family Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday (deferred to Christmas Shutdown)

Plus, any other day(s) declared or proclaimed as a Statutory Holiday by the Federal or Provincial Government.

The Employer shall post a list no later than December 15th of each year stating on which day the Civic Holiday and any other deferred holiday will be observed.

b) Upon request, the Employer shall allow an Employee to take an unpaid leave of absence to observe non-Christian Holidays. If an Employee so chooses, the Employer shall allow the Employee to use lieu time or vacation credits to cover the period of the leave.

17.02 When a paid holiday, noted above, falls on a Saturday or Sunday, and such holiday is not proclaimed as being observed on some other day, Employees whose regular work week

is Monday to Friday will observe such holiday on the following Monday, or Tuesday where Monday is already a holiday.

17.03 Payment for Holidays

An Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An Employee who is scheduled to work and actually works on the paid holiday shall be paid at the rate of time and a half in addition to holiday pay equal to one day's pay. An Employee who works overtime on such holiday shall be paid at the rate of two (2) times their regular straight time hourly rate of pay for time so worked.

For the purpose of the Civic Holiday, premium time will be paid for those scheduled to work and who actually work on the observed holiday day.

17.04 Holiday Qualifications

In order to qualify for a paid holiday in accordance with Articles 17.02 and 17.03, an Employee must work throughout their last scheduled day of work immediately preceding and first scheduled shift immediately following the paid holiday, or throughout their regularly scheduled shift on the paid holiday when scheduled to work, unless excused by their supervisor. It is understood that the qualifying days for the Civic Holiday shall be the Employee's scheduled shift immediately prior to and the Employee's scheduled shift immediately after where the Civic Holiday is deemed to fall.

17.05 Christmas and New Year's

a) All Employees who are not required by the Employer to work between Christmas Day and New Year's, shall be granted time off work between such days with pay. It is understood that the Civic Holiday shall be deemed to fall and be earned and paid within such period.

b) Any Employee who is scheduled to work for operational reasons, such as the need to ensure the safety and well-being of individuals to be supported, and does work between Christmas Day and New Year's Day, shall be allowed alternate days off with pay in a number equal to those allowed to Employees described in Article 17.05 a). Alternate days off will be arranged at a time mutually agreed to by the Employee and the Employer.

   The Employer agrees to make its best effort to avoid scheduling full-time Employees to work between Christmas and New Year's, upon the Employee's request of indication.

17.06 Full-Time, Relief and On-Call staff may be required to work all statutory holidays with the exception of three (3) per year, and Part-time staff with the exception of one (1) per year on a rotating basis (cannot request the same statutory holidays each year). They would request these days on their availability.

Full-Time Employees may accrue a lieu-day in conjunction with working on a statutory holiday, to a maximum of up to three (3) lieu days per year in their bank. Lieu time off to

be taken within three (3) months of the time so worked, at a time mutually agreed upon by the Employee and the Employer. Subject to operational requirements as determined by the Employer, the Employer agrees requests for lieu time shall not be unreasonably denied.

Community Participation, Employment Access and Special Needs Resources programs are typically closed during statutory holidays and as such, the Employees working in those programs shall be off on those statutory holidays. If the program is not closed, the Employee may be required to work on that holiday.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

For the purpose of calculating vacation and eligibility for vacation, an Employee shall be entitled to vacation with pay based on their length of continuous service with the Employer as follows:

a) Each Employee, upon completion of one (1) year's continuous service with the Employer, shall have earned fifteen (15) days vacation with pay at their regular straight time hourly rate accruing at the rate of 1.25 days per month.

b) Each Employee, upon completion of five (5) years' continuous service with the Employer, shall have earned twenty (20) days vacation with pay at their regular straight time hourly rate accruing at the rate of 1.66 days per month.

c) Each Employee, upon completion of ten (10) years' continuous service with the Employer, shall have earned twenty-five (25) days vacation with pay at their regular straight time hourly rate accruing at the rate of 2.08 days per month.

d) Each Employee, upon completion of fifteen (15) years' continuous service with the Employer, shall have earned twenty-seven and a half (27.5) days vacation with pay at their regular straight time hourly rate accruing at the rate of 2.29 days per month.

e) Each Employee, upon completion of twenty (20) years' continuous service with the Employer, shall have earned thirty-two and a half (32.5) days vacation with pay at their regular straight time hourly rate accruing at the rate of 2.71 days per month.

18.02 a) An Employee must take their vacation entitlement in the vacation year it falls due (the one-year period following the Employee's anniversary date of continuous employment). Upon request, in writing, the Employer may grant the Employee the right to carry over a maximum of five (5) days into the next vacation year, but such requests must be made at least one (1) month prior to the end of the Employee's vacation year.

b) No Employee shall waive their vacation and draw double pay.

c) Deductions shall be made from accumulated vacation days in one half (1/2) or full day increments.

18.03 Holidays During Vacation

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and their Supervisor.

18.04 a) Vacation pay for each week of vacation shall be at the rate of their current annual rate, applied on a weekly basis.

b) Upon written request, and, if mutually agreed, an Employee can borrow against and take their earned but not credited vacation.

18.05 Vacation Pay on Termination

An Employee terminating employment in accordance with the provisions of Article 11.03 shall be paid vacation pay for all vacation time owing, including earned but not credited vacation, as of the termination date.

18.06 Vacation Pay on Retirement

On retirement, an Employee shall be entitled to one half of the vacation or vacation pay which would have been earned if the Employee had continued in employment to the end of the vacation year for that year.

18.07 Preference in Vacations and Vacation Schedules

A vacation preference list shall be posted within a program by November 1st of each year. The choice of vacation time shall be determined on the basis of bargaining unit wide seniority within each program. The months of July and August and the week immediately before and the week immediately after the Christmas shutdown shall be designated as prime time.

No Employee shall take, in total, more than two (2) consecutive weeks during these periods, unless all Employees within the program have had an opportunity to choose vacation time in the periods designated as prime time. Requests for full-week vacation time will be approved prior to single-day vacation time requests during Prime Time.

Employees must make vacation preference choices by January 31st of each year for the period of April 1st of the current year they are requesting vacation to the following March 31st of the next year. The vacation approvals will be posted by March 1st of each year. Employees who have not chosen vacation preferences by February 1st of each year shall be entitled to choose vacation time on a first come, first serve basis.

Request for Time away vacation on a first come, first serve basis, must be submitted in accordance with Article 15.03 - Working Schedule.

Whenever possible, vacations shall commence immediately following an Employee's regularly scheduled days off.

The Employer shall at all times endeavour to accommodate the requested vacation of Employees.

18.08 Unbroken Vacation Period

All reasonable efforts shall be made to ensure an unbroken period of vacation, unless mutually agreed upon between the Employee and the Employer.

18.09 No Employee shall be required to work during their schedule vacation period. However, should an Employee agree to work when requested during their scheduled vacation, they shall be paid at the regular rate of pay, plus one vacation lieu day off for each day in which work was performed.

18.10 Illness During Vacation

Where an Employee is hospitalized during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the mutual agreement of the Employee and the Employer.

18.11 Part-time Employees with more than 6,240 hours of seniority shall receive vacation pay at the rate of 6%. Part-time Employees with more than 12,480 hours of seniority shall receive vacation pay at a rate of 8%. Effective April 1, 2027 Part-time Employees with more than 20,800 hours of seniority shall receive vacation pay at a rate of 10%.

ARTICLE 19 – SICK LEAVE PROVISIONS

19.01 Sick Leave

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, which prevents them from carrying out of their normal duties, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

Sick leave shall be earned at the rate of one and one-half (1 ½) days for every month a full- time Employee is employed.

Temporary full-time Employees shall accumulate sick leave at a rate of one and one-half (1 ½) days per month.

The unused portion of an Employee's sick leave shall accrue for their future benefits to a maximum of 130 days.

A deduction shall be made from accumulated sick leave of all normal working days or half days (exclusive of statutory holidays) absent for sick leave.

An Employee shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. It is understood that an Employee may be requested to produce a medical certificate to certify an absence due to illness of three (3) days or less. Employees shall pay the fee for the initial medical documentation required to provide to the Employer. The Employer shall reimburse the Employee for any subsequent medical

documentation the Employer requests up to a maximum of twenty-five (25) dollars.

When an Employee is given unpaid leave of absence for any reason, for a period of one (1) month or more, or when an Employee is laid off on account of lack of work, they shall not receive or utilize sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.

In case of illness of an immediate member of the family of an Employee where no one other than the Employee can provide for their needs, the Employee shall be entitled, after notifying their Supervisor, to use a maximum of seven (7) accumulated sick leave days per year of this purpose.

As of January 31st, of each year, the Employer will furnish each Employee with a statement showing their sick leave accumulation.

Part-time, and relief Employees will have twenty-four (24) hours of paid sick leave per calendar year, non-cumulative. Effective April 1, 2026 Part-time, and relief Employees may carry over unused paid sick leave hours to the subsequent calendar year to a maximum total of thirty-two (32) hours.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 General Leave

The Employer may grant or refuse a request for a leave of absence without pay to an Employee upon request. Request for such leave of absence shall be in writing and shall be submitted to their Supervisor at least four weeks in advance of the commencement of the leave except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Article 20.04. Unless otherwise mutually agreed, such leave shall not exceed three (3) months. Seniority shall be retained and accumulated in accordance with the provisions of Articles 11.03 and 11.04. Such leave shall not be unreasonably denied.

The Employee shall be reinstated to the same position, if it still exists or to a comparable position if it does not, in accordance with their ability and seniority.

20.02 Leave for Union Business

An Employee or representative of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance procedure up to but not including the arbitration procedure.

The Employer will invoice the Union on a quarterly basis for all payments made, including wages, benefits, and mandatory employment related costs.

The Union will reimburse the Employer within thirty (30) days of the invoice being received. No additional payments to Employees will be made in the event reimbursement is in arrears for greater than thirty (30) days.

20.03 Leave for Union Function

Employees elected or appointed by the Union to attend conventions, conferences, educationals and committee meetings of the Union, shall be granted leave of absence without pay provided the Employer is given fourteen (14) days notice except for absences in connection with negotiating the renewal of this agreement and the grievance and arbitration procedures. if the leave is for more than three (3) calendar days or seven (7) days notice if the leave is for three (3) calendar days or less. Where less than the required notice is given, the Employer will endeavour to comply with the request subject to the operational requirements of the Employer. No more than one (1) person per program location and no more than 3 (three) persons per division at any one time. When any change in program locations or divisions modifies the number of people allowed Union Leave at the same time the Employer shall discuss with the Union and agree upon a mutually satisfactory alternative. When an Employee is on Union leave, the Employer shall normally fill the vacancy for the duration of the leave.

20.04 Leave of Absence for Full-Time Union Duties

Any Employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of existing seniority by the Employer for a period of up to two (2) years. If the Employee returns to the Bargaining Unit within two (2) years, the Employee shall be reinstated to the same position, if it still exists or to a comparable position if it does not, in accordance with their ability and seniority.

20.05 Leave for Public Duties

When elected to federal, municipal, or provincial office the Employer will grant a leave of absence without pay, and without loss of existing seniority for one (1) term of office. One further extension of one (1) term may be granted on written application.

20.06 Bereavement Leave

An Employee shall be entitled to bereavement leave, which shall be time away from work without loss of pay, for any pre-scheduled shifts that fall within the applicable time period.

An Employee is entitled to bereavement leave:

a) In the event of the death of an Employee's father, mother, current step-father, current step-mother, brother, sister, current step-brother, current step-sister, child, step-child, current spouse, current common-law spouse the Employee shall be allowed up to five (5) regularly scheduled shifts off without loss of pay that fall within ten (10) days of the death or a mutually agreed upon time to attend the funeral or memorial service.

b) In the event of the death of an Employee's current mother-in-law, current father-in-law, the employees' grandparents, grandparents of the employee's current spouse, and grandchildren, the Employee shall be allowed three (3) regularly scheduled shifts off without loss of pay that fall within ten (10) days of the death or a mutually

agreed upon time to attend the funeral or memorial service.

c) In the event of the death of an Employee's current brother-in-law, current sister-in-law, aunt or uncle, the Employee shall be allowed one (1) regularly scheduled shifts off without loss of pay to attend the funeral or memorial service.

In the event of a death pursuant to a, b, c above an Employee who is on vacation at the time of such death shall be allowed to use bereavement leave to cover the period of bereavement referred to above without deduction from vacation credits.

In the event of a death not covered above, Employees may request the use of vacation, lieu days and/or unpaid bereavement leave. In the event of exceptional circumstances, no reasonable request shall be denied.

Requests for additional time away from work without pay for additional travel will not be unreasonably denied.

20.07 Family Leave

Family Medical leave shall be granted in accordance with the *Employment Standards Act.*

20.08 Pregnancy Leave

a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended by this Article.

b) Pregnant Employees may request to be transferred from their current duties if, in the opinion of the Employee's physician, the pregnancy may be at risk.

c) If such a transfer is not feasible, or if the essential duties of their position cannot be reasonably performed or if the performance or non-performance of their work is materially affected by the pregnancy, the Employer may request the Employee to commence pregnancy leave at that time.

d) Before requesting the Employee to commence their pregnancy leave, the Employer shall meet with the Employee and their steward if they so elect to discuss whether they can perform the essential duties of their position and whether all alternative measures to prevent early commencements of the pregnancy leave have been exhausted.

20.09 Parental Leave

a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision.

b) An Employee who has taken a pregnancy leave under Article 20.08**,** or an Employee who became a parent (including adoption) is eligible to be granted a parental leave of up to eighteen (18) weeks duration, or to the maximum provided under the *Employment Standards* Act, whichever is greater.

c) The Employee shall be reinstated to the same position, if it still exists or to a

comparable position if it does not, in accordance with their ability and seniority.

d) A parental leave of absence is not considered an illness under the interpretation of this Agreement. Therefore, sick leave credits accumulated under Article 19.01 of this Agreement cannot be used.

e) Effective for those Employees commencing parental leave after the date of signing of this agreement, such Employees will be entitled to the appropriate amount of vacation with pay if such leave falls during the normal shutdown period.

f) The Employer will endeavour to accommodate the requested vacation time of such Employees.

g) An Employee whose spouse or partner gives birth, or commences an adoption leave, shall be granted leave with pay and without loss of benefits for one (1) working day. The leave shall be taken on a day chosen by the Employee, at or about the time of the birth or adoption.

20.10 Jury or Witness Leave

The Employer shall grant a leave of absence without loss of seniority to an Employee who has completed their probationary period and who serves as a juror or witness in any court provided the Employee is not the plaintiff, accused person or defendant. The Employer shall pay such an Employee the difference between their normal earnings and the payment they received for jury service, or witness fees excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

20.11 Education Leave

An Employee with five (5) years or more seniority may request an educational leave of absence without pay of up to one (1) year, for the purpose of attending a program or course at an accredited school or educational institution. The Employer shall grant such leave provided that, in the opinion of the Employer, a suitably qualified replacement can be temporarily hired by the Employer to replace the Employee on such leave, without incurring any adverse effect on the services provided by the Employer, and further provided that, in the mutual opinion of the Employer and the Employee, the course or program will be relevant to the work performed by such Employee.

An Employee granted a leave of absence in accordance with this provision shall retain existing seniority, but shall not accumulate further seniority if the term of the absence exceeds one (1) month.

When the Employee returns to work following such leave, they will resume their former position or if the position no longer exists, shall be placed in an equivalent position subject to the availability of work and entitlement to such work in accordance with their ability and seniority.

20.12 A Leave of absence without pay and without loss of seniority shall be granted to allow Employees time to write examinations in courses given prior approval by the Employer.

20.13 Benefits and Seniority While on Leave

a) No contribution for Health & Welfare Benefits provided under this Agreement will be made by the Employer on behalf of any Employee granted a leave of absence in accordance with the provisions of Article 20.01, 20.04, 20.05 or 20.11 (where the leave is in excess of one (1) month).

If the leave of absence exceeds one (1) month, benefits coverage may be continued by the Employee provided the Employee pays the total cost of the premiums to the Employer for each monthly period in excess of the one (1) month leave of absence.

b) Unless required by legislation, an Employee who is granted an unpaid leave of absence in excess of one (1) month will not accumulate vacation and sick leave credits during the term of the absence.

c) Unless required by legislation, in the case of leaves of absence under article 20.01, an unpaid leave of absence in excess of one (1) month shall not count as service to advance an Employee to a higher wage rate in a job classification.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

21.01 Payment of Wages

a) The Employer shall calculate hourly rate/wage on a bi-weekly basis, with payment every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee shall be provided with an itemized statement of their wages, over-time, and other supplementary pay and deductions.

Where a payday falls on a paid holiday, the Employer shall ensure that the pays are received on the Thursday immediately preceding the paid holiday.

b) Grid Progression

Each employee automatically progresses on the wage grid through the Steps, on their anniversary date on the basis of full-time regular years of service in the classification which is comprised of 2080 hours worked per year.

21.02 Employees who are required to use their personal vehicle for the Employer's business shall be reimbursed at the lower rate - Automobile Deduction Limits and Expense Benefit Rates for Business kilometrage rate published each year by the Canada Revenue Agency (CRA).

If there is an increase, including subsequent increases, to the Department's Automobile Deduction Limits and Expense Benefit Rates for Business during the term of this Collective Agreement, then Employees shall be reimbursed at the new lower rate.

For an Employee who is required to use their automobile on behalf of the Employer, such Employee shall purchase insurance with a minimum of one (1) million dollars of liability insurance plus 6A Rider/Commercial Rider if required by their insurer. The Employer will

pay a maximum of $150.00 per year for the 6A Rider/Commercial Rider only, and to receive reimbursement, the Employee must provide proof of the costs of the 6A Rider/Commercial Rider to the Employer.

21.03 The wage for sleep shift shall be the minimum wage (which may be amended from time to time) on the understanding that should an Employee need to attend to the needs of an individual who we support, such Employee shall then be paid at the regular rate of pay for the time required to provide direct assistance.

21.04 The Employer shall supply all tools and equipment as determined by the Employer as being necessary by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or proving that the tool was lost.

21.05 The Employer, shall pay the cost of the interior cleaning/fumigation of any area of the Employee's car, which is soiled by a client or affected by pests in the course of their normal duties (i.e., bed bugs, cockroaches) subject to the submission of a quote submitted in advance for approval to the Employee's Supervisor.

21.06 Upon receipt of purchase, the Employer shall pay an Employee who is required by the Employer to wear safety footwear a maximum of one hundred ($100.00) dollars per Agreement year.

ARTICLE 22 – TECHNOLOGICAL CHANGES

22.01 Prior to the introduction of new technologies, or technological methods of performing work, the Employer shall ensure that all Employees requiring the training receive reasonable training in the new technologies or methods.

ARTICLE 23 – GENERAL PROVISIONS

23.01 Bulletin Boards

The Employer shall provide bulletin board, which shall be placed in satisfactory locations for the convenience of the Union in posting notices regarding meetings and matters pertaining to official Union business. All such notices must be signed by the proper officer of the Union and where such notices pertain to matters other than membership meetings they must be approved by the Employer before being posted.

23.02 The Employer will supply to the Local Union six (6) duplicate signed copies of this Agreement at no charge within six (6) months of ratification.

The Employer and the Union will share equally in the cost of the printing of the Collective Agreement.

23.03 The Employer agrees to cover all Employees under the *Workplace Safety and Insurance Act (WSIA)*.

Employees will have access to sick leave credits and/or Long-Term Disability until such

time as the Employee's claim for benefits is approved by the Workplace Safety and Insurance Board (WSIB).

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

23.05 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

ARTICLE 24 – HEALTH AND SAFETY

24.01 Health and Safety Policy

The Employer is committed to the prevention of occupational illness and injury to protect the health and safety of its Employees and the people it supports.

In consultation and co-operation with the Joint Health and Safety Committee (JHSC), the Employer agrees to develop a policy detailing the Employer's position that it is in the best interest of all parties to consider health and safety in all activities.

In further consultation and cooperation with the Joint Health and Safety Committee, the Employer will develop, implement, and maintain a health and safety program designed to promote the safety, integrity and security of staff, clients and others. The program shall include but not be limited to:

1) providing available and relevant information about individuals supported by the Employer,
2) training workers in measures and procedures available for their protection,
3) providing a safe working environment,
4) staffing related issues,
5) an incident investigation protocol,
6) an emergency response protocol,
7) a protocol to assist Employees who require/request support,
8) annual review of the policy.
9) Revisions to the policy shall be made following consultation with the Union.

24.02 Health and Safety Representatives

Each work location that does not have a worker member of the Joint Health and Safety Committee employed there, will have one (1) Health and Safety representative appointed by the Union from within the bargaining unit. The duties of the Health and Safety representative will be:

1) to carry out a monthly inspection of premises in which the representative works, and report all situations which may be a source of danger or hazard to workers' health to the Health and Safety Committee with a copy to the Employer;

2) to bring to the immediate attention of the Employer and, if necessary, the Health and Safety Committee, any incidents or situations occurring between monthly inspections which may be a source of danger or a hazard to health and safety of workers;

3) to send written reports of all accidents or near accidents occurring in the workplace to the Health and Safety Committee;

4) to assist the Employer in educating all staff and workers to safe work habits.

24.03 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

24.04 Hazard Assessment and Control

At the root of any occupational illness or injury is a hazard.

Hazards may be physical, biological, chemical, ergonomic, violence and/or psychosocial.

The Employer shall, in consultation with the Joint Health and Safety Committee, Health and Safety Representatives, the Union and/or relevant Employees, identify, assess, and develop methods to address the risks and hazards specific to the worker's workplace or site.

This can be achieved through:

1. Workplace assessments/reassessments,
2. Workplace Inspections
3. Reviewing trends and patterns in hazard reports, near miss reports and injury/illness reports,
4. Analysing service delivery activities including incident reports
5. Inclusion of health and safety as a standing agenda item at team and/or individual meetings,
6. WSIB Data Reports
7. Workplace Investigations
8. And any other relevant information (i.e., police reports)

During each meeting of the Joint Health and safety Committee, a review of current data trends will occur to guide the committee in making recommendations measures and procedures to control identified risks that are likely to expose a worker to an occupational illness and/or injury or violence.

Hazard/risk assessments must address the risks and conditions specific to the worker's workplace or site.

24.05 Workplace Violence

The Employer has a Harassment Policy and Violence Policy and Programme. The Employer further agrees to adhere to Section 32.03, 32.04 and 32.05 of the *Occupational Health and Safety Act*. These policies shall be reviewed annually by the Committee. Any changes to these policies shall be made following consultation and cooperation with the Health and Safety Committee.

If an Employee claims that the policy is being breached, the Joint Health and Safety Committee shall meet to ensure that the policy is being upheld to ensure adherence to the policy and/or make recommendations as necessary.

24.06 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

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

24.07 Health & Safety Training

Community Living Hamilton & CUPE 3943 in consultation with the Joint Health and Safety Committee agree that one of the most effective ways to address workplace risks and hazards is through training and education.

Training must include both general Health & Safety information as required by the *Ontario Health and Safety Act* and training specific to individual classifications and/or worksites if required.

All Employees will be trained on the Health and Safety program, first during the orientation session at the time of initial hire, and subsequently during times when new practices are implemented, new hazards are identified and work methods are developed to address these hazards, and on specific topics that may be identified through the on-going hazard assessment and control activities.

Training may include: safety talks, postings, reading documents, online training, classroom training, webinars, e-courses, etc.

It is agreed that full time and part time staff training will be facilitated by co-facilitators with at least one of the facilitators being a union member.

The Employer, in consultation with the Joint Health and Safety Committee will review any recommendations flowing from the JHSC or health and safety representative to determine which, if any training or educational programs are required.

Additionally, Union members of the JHSC will be provided the opportunity to complete certification training; insofar as it can reasonably be determined the Employee will remain a member of the JHSC for a period of greater than one (1) year, through the Workers

Health and Safety Centre.

24.08 Reporting

Timely and accurate reporting of occupational illness/injury, critical injuries, near misses, incidents and hazards is necessary in ensuring informed and responsible steps are taken to foster a safe and healthy workplace.

1. Employees will report:

   i. All accidents and occupational injuries/illness to the Employer within established timelines.

   ii) Any hazard of which they are or become aware of, taking all reasonable steps to control the hazard to ensure the safety of others.

2. The Employer will provide reports on:

   i) Any and all critical injuries, with these reports being made to the Joint Health and Safety Committee immediately.

   ii) Any occupational injury/illness, of which it is aware, that results in an Employee seeking healthcare and/or losing time from work, within four (4) days.

   iii) All occupational injuries/illnesses to the Joint Health and Safety Committee at the time of the regular meeting of the committees.

24.09 Early and Safe Return to Work and Workplace Accommodation

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer and meeting the parties' responsibilities under law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of Employees experiencing medical restrictions, either WSIB-related or non-WSIB-related, up to the point of undue hardship.

Prior to any meetings between the Employer and member, the Employer shall advise the member that they can have a Union Steward present at their Return to Work/Workplace Accommodation meeting.

The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

The Employer and the Union agree that all participants will use electronic communication and other communication where possible to expedite communication.

All workplace accommodations shall be subject to the *Ontario Human Rights Code*.

24.10 No Discrimination or Reprisals

The Employer agrees that there shall be no discrimination or reprisals exercised or practised with respect to any Employee who has acted in compliance with the *OHSA* or

the regulations, or has complied with a workplace health and safety policy or program that requires a worker to file a report.

24.11 Disputes

Grievances filed under this Article shall be filed at Step 2 of the Grievance Procedure.

24.12 Support and Debriefing

It is recognized that, where preventative measures have failed to prevent traumatic incidents, it will be beneficial to arrange counselling and support to help Employees recover from such incident.

The Employer will make all reasonable efforts to ensure debriefing and/or post traumatic counseling for those Employees involved in, or witness to, a traumatic event, is supplied within 24 hours.

24.13 Immunizations

Where Employees of the Employer choose to participate in the Hepatitis B Immunization Program of the Employer, the Employer will provide at no cost to the Employees, a Hepatitis B vaccine and booster.

24.14 Pandemic PPE Supply

In the circumstances, and where possible, the Employer agrees to maintain a four (4) week secured supply of pandemic-related personal protective equipment (PPE). Such supplies shall include N-95 masks, surgical masks, gloves, and appropriate gowns.

ARTICLE 25 – TEMPORARY EMPLOYEES

25.01 Temporary Employees

a) A temporary worker is a person employed for the purpose of replacing an Employee on an approved leave of absence or a person employed for the purpose of performing a temporary assignment. A temporary worker will be entitled to paid holidays and vacations in accordance with the *Employment Standards Act* and will not be entitled to sick leave credits in accordance with Article 19.01 of the Collective Agreement. A temporary worker will not be entitled to benefit plans. A temporary worker shall not accumulate seniority, nor shall their name be placed on the seniority list. Except for the foregoing, a temporary worker shall be entitled to all rights and privileges of the Collective Agreement save with respect to the right to file a grievance regarding termination of temporary employment. The termination of such person shall be at the sole discretion of the Employer and may not be grieved or submitted to arbitration. Notwithstanding the foregoing, an Employee who has completed their probationary period shall not lose any rights or benefits as a result of accepting the assignment of a temporary worker.

b) A person who is temporarily hired in accordance with a special program or project

sponsored in part or fully by a provincial or federal government will not be considered an Employee. The Employer will discuss the hiring of such persons in advance with the Union.

c) A temporary worker who is permanently hired by the Employer immediately upon conclusion of their temporary position shall have their service and seniority dates adjusted back to the commencement of their last temporary bargaining unit assignment provided they complete the probationary period for the full-time regular position. Where applicable, such Employees will be entitled to a retroactive wage adjustment in accordance with Appendix "A".

25.02 It is understood that temporary students who are paid an honorarium are not considered as Employees for the purposes of this Agreement, and it is further understood that all students employed during the summer will not acquire service and will not be eligible to participate in the Group Insurance and Benefit Plan. A student who is permanently employed by the Employer immediately upon conclusion of their temporary summer employment will be entitled to a retroactive adjustment for all continuous service from their most recent hiring date. Such retroactive adjustment for continuous service shall not constitute a completed portion of the probationary period as referred to in Article 11.02 of the Collective Agreement.

ARTICLE 26 – TRAINING

26.01 Job Training

The Employer shall post a notice with regard to any training courses or experimental programs for which Employees in that Division may be selected. The Employer reserves the right to post specialized courses according to program and/or position. The bulletin shall contain the following information:

- Type of course (subjects and material covered)
- Time, duration, and location of the course.
- Minimum qualifications required for applicants.

The bulletin shall be posted for a period of two weeks, if possible, on bulletin boards in all Departments in the Division and emailed so as to afford all interested Employees an opportunity to apply for such training.

The senior qualified applicant in the Division who has not previously been given the opportunity to take such course or a course of a similar nature, shall be selected. Where it is not possible for the senior person so selected to attend, it is understood that a more junior Employee may be allowed the opportunity to attend.

An Employee who is required by the Employer to take such courses shall not suffer any loss of pay as a result of taking such course. It is understood that where the Employer selects a specific program or position, all programs or positions within the Division shall receive notice, for information only, of the specialized course.

26.02 The Employer will provide the opportunity for Employees to attend a professional development course, either externally or in-service, on an annual basis, subject to the availability of sufficient financing and suitable courses.

26.03 a) The Employer shall pay the cost of an academic or technical course approved and required by the Employer. Employees who, with prior approval, take courses directly relating to their job, shall be reimbursed for the full cost of such course.

b) It is expected that Employees who request to take courses will make an appropriate commitment to the Employer to render the skills developed in the course of value to the facility. The following guidelines state the total cost of the course and the required staff commitment.

COST OF COURSE AND EXPENSE (excluding wages)	EXPECTED STAFF COMMITMENT
0 - $50.00	0 months
$51.00 - $100.00	3 months
$101.00 - $200.00	6 months
$201.00 -	1 year

If staff choose to terminate employment prior to the fulfillment of their time commitment, they are expected to reimburse the Employer for a proportional amount of the cost.

ARTICLE 27 – RETROACTIVITY

27.01 Increases to the hourly rate/wage schedule shall be retroactive to April 1, 2025. Where Employees either have left the employ of the employer and/or have entered into the employ of the Employer between April 1, 2025, and the date of ratification of this agreement, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of receiving written notice of ratification. If the retro is not paid within forty-five (45) days then thereafter interest will be paid.

All retroactivity will be paid to Employees on a separate cheque or itemized on an Employee's regular cheque.

All former Employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date of notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former Employees.

ARTICLE 28 – TERM OF AGREEMENT

28.01 This agreement shall be binding and remain in, effect from April 1, 2025 until March 31, 2028 and shall continue from year to year thereafter unless either party gives to the other party notice in writing in any year that it desires its termination or amendment.

28.02 Any changes deemed necessary in this Agreement may be made by mutual agreement

at any time during the existence of this Agreement.

28.03 Either party desiring to propose changes to this Agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

28.04 All changes in the new Agreement will be effective on ratification unless otherwise specified.

Signed this 11th day of August, 20 26.

For: Community Living Hamilton	For: The Canadian Union of Public Employees and its Local 3943
	Jim Beattie Jim Beattie (Aug 11, 2026 15:16:23 EDT)
	Kelly Hancox Kelly Hancox (Aug 18, 2026 19:30:53 EDT)
	Karen Ratcliffe (Aug 24, 2026 15:38:09 EDT)
	Denise Kidd Denise Kidd (Aug 24, 2026 15:42:00 EDT)
	Jason Springer (Aug 24, 2026 16:04:14 EDT)

Appendix A – Wage Grid

Inclusive of Permanent Compensation Enhancement (PCE)

Only applies to the following funded programs

- Adult Out of Home Respite
- Community Participation
- Group Living
- Supported Independent Living
- Employment Supports DS/TEP
- FEDCAP
- Children's Out of Home Respite
- ASD Respite Services

Position		Effective 1-Apr-25	Effective 1-Apr-26	Effective 1-Apr-27
Full-time Regular Instructor/Counsellor/Teacher	Step 1	$30.18	$30.78	$31.40
	Step 2	$31.06	$31.68	$32.32
	Step 3	$32.75	$33.41	$34.08
Full-time Regular Cook/Night Housekeeper		$30.18	$30.78	$31.40
Full-time Temporary		$30.18	$30.78	$31.40
Part-time/On-call/Relief		$28.42	$28.99	$29.57
Overnight Sleep		$20.02	$20.42	$20.83

Non-Permanent Compensation Enhancement (PCE)

Position		Effective 1-Apr-25	Effective 1-Apr-26	Effective 1-Apr-27
Drop 'n' Shop – Keyholder		$18.50	$18.87	$19.25
Drop 'n' Shop – Non-Keyholder		$17.86	$18.22	$18.59
Full-time Inclusion Facilitator		$26.98	$27.52	$28.07
Full-time Resource Consultant	Step 1	$26.98	$27.52	$28.07
	Step 2	$27.86	$28.42	$28.99
	Step 3	$29.55	$30.15	$30.75
Part-time Inclusion Facilitator		$23.02	$23.49	$23.96
Part-time Resource Consultant		$25.22	$25.73	$26.24

*Note: These rates do not include Pay Equity adjustments.

Appendix B – Work Schedules

Program	Hours of Operation	Days
Community Participation Program	8:00am – 4:00pm	Monday – Friday
Drop 'n' Shop Keyholders	8:00am – 6:00pm	Monday – Saturday
Drop 'n' Shop Non-Keyholders	8:00am – 6:00pm	Monday – Saturday
Employment Access	8:30am – 4:30pm	Monday – Friday
Special Needs Resourcing	6:00am – 6:00pm (based on location hours)	Monday – Friday
Charlton	24 hours (various shift)	Weekends (varies seasonal programming)
Charlton-Day Respite	8:00am – 8:00pm	Saturday – Sunday
Templemead-Respite	24 Hours (various shifts)	Weekends
Passport (Includes On the Go and In the Know Programs)	Varies	Sunday – Saturday
SIL Counsellors	9:00am – 9:00pm (9:00am – 5:00pm, 10:00am – 6:00pm and 1:00pm – 9:00pm) 24 hours – 8-hour shifts (*except as listed below)	Monday – Saturday
Residential Programs		Sunday – Saturday

Residential Programs

Residence	
Acorn	10am – 10pm = 12hrs – Saturday & Sunday 10pm – 10am = 12hrs – Friday & Saturday 10pm – 8am = 10hrs - Friday 12am – 9am = 9hrs – Monday 10pm – 8:30am = 10.5hrs – Sunday, Monday, Tuesday, Wednesday & Thursday 10pm – 9am = 11hrs – Monday, Tuesday, Wednesday & Thursday
Appleford	10pm – 9am = 11hrs – Monday, Tuesday, Wednesday & Thursday
Delancey	10am – 8pm = 10hrs
Kensington	10am – 10pm = 12hrs – Saturday & Sunday 12am – 10am = 10hrs – Saturday & Sunday (Sleep/Awake) 12am – 9am = 9hrs – Monday, Tuesday, Wednesday, Thursday & Friday (Sleep/Awake)
Kentley	9am – 9pm = 12hrs – Saturday & Sunday
Mohawk	9am – 9pm = 12hrs – Saturday & Sunday 12am – 9am = 9hrs – Saturday & Sunday (Sleep/Awake)

Appendix C – Agreement for a Health and Welfare Program

The Employer shall provide the following benefits to all full-time regular Employees who have completed their probationary period at no cost to each Employee:

1. Long Term Disability Benefits, in accordance with, the provisions of the Group Insurance Plan. There will be one class under LTD.

2. Life Insurance equal to one times Employee's annual hourly rate/wage or one times an amount equivalent to an annual hourly rate/wage for those on an hourly rate.

3. Accidental death and dismemberment insurance up to an amount equal to the Employees' life insurance under the plan, depending on the loss.

4. Employee Assistance Program in accordance with the provisions of the Plan.

5. O.H.I.P. coverage.

OPTIONAL

6. Extended Health Care coverage, in accordance with the provisions of the Group Insurance Plan effective April 1, 2021. Such coverage includes, but is not limited to:

   i) Vision Care, eyeglass or contact lens coverage in the amount of three hundred and fifty dollars ($350.00) every two (2) years effective April 1, 2026. Contact lenses for special conditions in the amount of $600.00 lifetime coverage. Effective April 1, 2026, the Employer shall pay a maximum of $125.00 for an eye exam once every twenty-four (24) months for the Employee, spouse and dependent children over the age of eighteen (18).

   ii) Prescription Drug Coverage. A $2.00 counter charge is payable by the Employee for each prescription.

   iii) Health care coverage including:

   - hospital daily room & board (semi-private); - out of hospital nursing -yearly maximum $10,000.00;

   - Paramedical (see benefits booklet for details effective April 1, 2021); Effective April 1, 2024 where paramedical services are provided, the combined maximums per provider shall be increased to $600.00 per year, with no medical note required - extra care covered expenses (see benefits booklet for details).;

   - extra care covered expenses (see benefits booklet for details).

7. Dental Insurance Plan coverage to be based on equivalent of Blue Cross #9 Plan in accordance with the current Ontario Dental Association (ODA) rates minus one year effective the first of the month following the date of ratification of this Collective Agreement. Such Dental Plan is available to an Employee who has completed their probationary period, with the Employer paying 66-2/3% of the premiums.

8. The Company Pension Plan shall be maintained and subsidized by the Employer in accordance with the provisions of the plan. Employees are eligible to join the plan after three continuous months of service.

Letter of Agreement #1 - Funding

a) During the term of this Collective Agreement, if the Ministry provides any funding for wage and/or benefit increases beyond what the parties have negotiated, the Employer and the Union shall meet to determine the allocation of such funding to the Employees' wages and/or benefits.

b) The Employer and the Union agree to continue to lobby the Provincial Government for increases to base funding.

The Employer will continue to lobby, individually with local Members of Provincial Parliament, and through the Annual Budget process for increased funding to improve wages and benefits for its Employees.

The Employer further agrees to continue to lobby, collectively through Community Living Ontario, and Ontario Agencies Supporting Individuals with Special Needs for increased funding to improve wages and benefits for its Employees. The Employer agrees to meet and work with the Union and other agencies to learn and have meaningful discussion regarding the development of structures and possible options that will assist toward the facilitation of central bargaining for the next round of collective bargaining.

It is agreed that participation in a Central Bargaining process for the next round of bargaining is dependent on the agreement of each party to participate in that process.

Letter of Understanding #2 - Joint Pay Equity-Maintenance

Both parties acknowledge the requirement to maintain the Pay Equity Plan and agree to form a Joint Pay Equity Committee(s) to meet within six (6) months of the ratification of this Collective Agreement.

The committee(s) shall be composed of Employer Representatives and Union Representatives. Either of the parties may engage additional advisors with prior notification first being provided to the other party.

The intention of this committee will be to discuss matters relating to Pay Equity including, but not limited to:

- Any potential changed circumstances
- The status of on-going pay equity adjustments; and
- Valuing any newly created job classifications, including the determination of the gender of the classification.

Letter of Understanding #3 - Pension and Benefits Advisory Committee

The parties recognize the value of pension and benefits as a part of an Employee's total compensation.

The parties agree to establish a "Benefits Advisory Group" comprised of up to three (3) members of the bargaining unit and three (3) members of the management team.

This group will meet to discuss potential enhancements to the current plans and will act to inform plan members to ensure the member's participation in the plans is maximized.