CUPE | Canadian Union of Public Employees

COLLECTIVE AGREEMENT

BETWEEN:

COMMUNITY LIVING - SOUTH MUSKOKA

(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

(Vocational Unit)

(hereinafter referred to as the "Union")

April 1, 2023 - March 31, 2026

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ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to facilitate and encourage a high calibre of service to those persons the Association is committed to assist by;

1. Maintaining and improving harmonious relations and settled conditions of employment between the Association and its employees;

2. Facilitating joint discussions pertaining to working conditions and employment;

3. Encouraging efficiency of operations;

4. Ensuring safe working conditions;

5. Promoting the moral well-being and security of all employees in the Bargaining Unit of the Union.

ARTICLE 2 – RECOGNITION

2.01 **a)** The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Vocational Services of Community Living, South Muskoka, save and except Manager, persons above the rank of Manager, Assistant Manager and Bookkeeper

b) All government incentive programs shall be discussed with the Union prior to implementation.

Volunteers, students, co-op students and parents of supported persons who provide assistance to the Employer on a paid or unpaid basis to enrich and provide other services shall not perform work of the bargaining unit where such work in itself will result in a layoff of bargaining unit employees.

Where an individual and/or their representative enters into a written or verbal agreement with the Employer for the provision of supports or services currently offered, the Employer shall endeavour to use bargaining unit members to provide such supports or services. The final decision shall rest with the individual and/or their representatives.

c) Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, and the personal information provided by the employee such as: home mailing address, cellular numbers, work e-mail and, if available, personal e-mail.

The list will also indicate the employee's service area and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a six-month basis.

2.02 **Minimum Regular Availability**

Upon hire and within one month of ratification of this agreement, each part-time employee shall declare their availability for a minimum of twenty-four (24) hours in a two (2) week pay period.

Each part-time employee must indicate availability for at least one (1) shift a week for evening work (up until 11 pm) and one (1) weekend per month, exclusive of vacation.

A part-time employee may apply to the Employer for time off, as needed.

It is understood that in order to be considered for additional hours on a call-in basis employees shall provide a calendar of the additional days of the week, in excess of those declared in the Employee's regular availability, which the employee is available, upon hire and/or by April 1st for each fiscal year.

2.03 **Changing Availability**

Subject to the minimum availability requirements set out above, an employee may apply to the Employer in writing to change the employee's availability.

Nothing in article 2.01 (f) will prevent the Employer from asking an employee to voluntarily change their schedule at any time.

2.04 The Employer will not enter into any other agreement with those employees for whom the Union has bargaining rights, which will conflict with any provisions of this agreement.

ARTICLE 3 - DEFINITIONS

3.01

a) A temporary employee is one who is employed for a specified time period to, for example, replace an employee who is ill or on leave of absence for a time period of up to twelve (12) months and one (1) day. The time period will be eighteen (18) months and one (1) day for pregnancy leave.

b) A part-time employee shall be one who's hours of work shall not normally exceed forty-eight (48) hours in a two (2) week pay period. A part-time employee is not eligible for benefits as identified in Articles 36, 37, and 38. Part-time employees may be booked on a call-in basis for time that cannot be scheduled in advance as bereavement and sick replacement.

ARTICLE 4 – CONTRACTING OUT

4.01 No regular employees shall be laid off or have their hours of work reduced as a result of contracting out.

ARTICLE 5 – WORK OF THE BARGAINING UNIT

5.01

a) No supervisor shall perform work of the bargaining unit if such work would affect the hours of work of any regular employee.

b) No persons (paid or unpaid) shall perform work of the bargaining unit if such work would result in the layoff of any regular employee.

ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT

6.01 Each of the parties agree that there will be no discrimination, harassment, interference, restriction, or coercion exercised or practiced upon any employee of the Employer in the matter of: hiring, classification, wage rates, training, transfer, promotion, lay-off, recall, discipline or otherwise by reason any protected grounds as outlined in the Ontario Human Rights Code, R.S.O., 1990, Ch. 19, or by reason of their membership, non- membership, or activity in the Union.

In this Agreement, the pronouns "they/them/theirs" are used to denote gender neutral persons both singular and plural.

6.02 There will be no union activity on the Employer's premises during working hours except as provided in this agreement.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union acknowledges and recognizes that the management of the Employer's operations 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, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, 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;

c) Make and enforce and alter from time to time rules and regulations to be observed by all employees in a fair and just manner;

d) Determine in the interest of efficient operation and highest standards of service, classifications, and hours of work, work assignments, methods of doing the work, and the working establishment for any service and the standards of performance of all employees;

e) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, and the increase or the reduction of personnel in any particular area;

f) The foregoing rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 8 - NO STRIKE OR LOCK-OUT

8.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees, that during the lifetime of this Agreement, there will be no strike, picketing, slow down, either complete or partial, and the Employer agrees that there will be no lock-out.

The words "strike" and "lock-out" as used herein are agreed to have the meaning defined for these words in the present Ontario Labour Relations Act.

ARTICLE 9 - UNION MEMBERSHIP AND PAYMENT OF DUES

9.01 Any employee in the bargaining unit covered by this agreement may become a member of the Union if they wish to do so and may refrain from doing so if they desire.

9.02 During the term of this agreement, the Employer agrees to deduct from the pay of each employee in the Bargaining Unit, after the completion of thirty (30) worked days of

employment, an amount equal to the regularly established dues of the Union. Deductions shall be made from the first payment of each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month following the month that deductions were made. The payment will be accompanied by a list of those employees from whom deductions have been made, and any changes in addresses and classifications of the employee concerned.

9.03 The Union agrees to keep the Employer harmless from any claims against it by an employee arising out of any deduction consistent with this article.

9.04 In preparing Income Tax T-4 slips for employees, the Employer shall include the amount of Union dues paid by the Employee during the tax year recorded.

9.05 The Union agrees to advise the Employer of the amount of dues to be collected initially and at least one month before any change in the amount of deduction.

9.06 Once per year, the Employer will provide to the Union a list of all employees in the bargaining unit. The list will include the person's name, job title/classification, home mailing address, telephone number and work e-mail.

ARTICLE 10 - UNION REPRESENTATIVES

10.01 The Employer agrees to recognize:

a) Two (2) employees plus one alternate elected by the members of the bargaining unit, or otherwise selected, to negotiate a renewal of this agreement.

b) Two (2) employees plus one alternate elected by the members of the bargaining unit, or otherwise selected, as stewards to assist employees with grievances.

10.02 All persons in 10.01 shall be regular employees of the Employer who have completed their probationary period.

10.03 The Union will inform the Employer in writing, the names of the current representatives in 10.01. The Employer shall not be required to recognize any representative until informed by the Union.

10.04 The Union acknowledges that the representatives in 10.01 are employed full time by the Employer, and that they must continue to perform their regular duties. As far as possible, all their union activities will be carried out, outside their working hours, unless otherwise mutually arranged.

10.05 The Union, in its dealings with the Employer, shall have the right to have the assistance of representatives of the Canadian Union of Public Employees.

10.06 It is agreed to schedule negotiating meetings during regular working hours. The Association shall be responsible for the regular pay of members scheduled to work, up to a cumulative maximum of eighteen (18) days.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 A grievance is a claim, in writing, by an employee, or by either party to this agreement, that there has been a misunderstanding in the interpretation, application, or administration of the agreement, or an alleged violation of the terms of the agreement. The grievance should state the provision (s) of the agreement which is the subject of the grievance, and the resolution sought by the grievor.

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

11.03 Step 1

a) When an employee feels there are grounds for a grievance, they shall have the option to first discuss the matter with the Supervisor where they are employed. If the matter is not resolved as a result, or if the employee prefers initially, they may within a period of seven (7) working days of the actual occurrence of the event on which the grievance is based, submit a grievance to the Supervisor.

b) The Supervisor shall meet with the grievor within seven (7) working days of the submission. The employee shall have the assistance of a steward.

c) The decision of the Supervisor shall be given in writing within seven (7) working days of the meeting.

11.04 Step 2

a) If the employee is not satisfied with the result of Step 1, they may, within seven (7) working days of their receipt of the reply, submit the grievance to the Chief Executive Officer.

b) The Chief Executive Officer, or their designate, will meet with the grievor and a steward. The Union national representative shall attend the meeting. The steward, or the national representative shall speak on their behalf.

c) The Chief Executive Officer or designee shall provide a written answer within seven (7) working days of the meeting being held. It is understood that the seven (7) working days shall be extended to ten (10) working days should the Chief Executive Officer determine that the advice of the Board of the Association is required.

11.05 Employer, Union Or Group Grievance

a) A grievance may be originated by; the Employer, the Union, or a group of employees, provided the issue is not one which could have been grieved by an individual employee. The grievance must be exchanged between the Chief Executive Officer and the Unit Chair, as is appropriate, within ten (10) working days of the circumstances which gave rise to it.

b) The person receiving the above grievances shall give their decision in writing within five (5) working days of receipt.

General:

11.06 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the Labour Relations Act does not apply. Any of the limits or steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual agreement of the Parties.

11.07 The Employer shall supply the necessary facilities for grievance meetings.

11.08 No grievance shall be defeated or denied by any format or technical objection, other than those provided by this agreement.

11.09 Should an employee who has completed the probationary period be discharged, such employee may lodge a grievance at the last step of the grievance procedure.

11.10 A "Working Day" is defined as a day that the Association's office is open.

11.11 **Mediation**

Failing satisfactory settlement being reached under Articles 11.04(c) or 11.05(b), upon mutual agreement, the grievance may, within fifteen (15) working days, be referred to an impartial grievance mediator. The selection of the mediator will be made jointly by both the Union and the Employer. At the mediation meeting, the Employer shall meet with the grievor, the chief steward or designate, and the CUPE staff representative. The costs of the mediator will be shared equally by the Employer and Union.

ARTICLE 12 - ARBITRATION PROCESS

12.01 Failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, or administration, or alleged violation of this agreement, or any question as to whether an issue is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union, provided it is done within twenty (20) working days of the decision in 11.04 (c) or 11.05 (b). It is understood that the Parties have agreed upon using a single arbitrator.

12.02 Notice of intention to proceed to arbitration will be sent by Registered Mail or by electronic transmission and shall name three alternative choices for a sole arbitrator.

12.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

12.04 The arbitrator shall not have the power to alter, add to, subtract from, modify, or amend this agreement in order to give any decision.

12.05 The arbitrator shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

12.06 The fee and or expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own expenses, including pay for witnesses, counsel or advisors and one half (½) of the cost of the sole arbitrator.

12.07 Any of the time limits above may be extended by mutual agreement.

ARTICLE 13 – DISCIPLINE

13.01 No employee who has completed the probationary period shall be disciplined without just cause. In the event that an employee is suspended or discharged, the employee shall be notified in writing.

13.02 The Employer shall notify the employee in writing of any expression of dissatisfaction concerning their work performance within ten (10) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such expression of dissatisfaction. If this procedure is not followed such expression of dissatisfaction shall not become part of their record. If the employee chooses to reply, they may do so in writing, in which case the reply will become part of their record. It Is understood that should the Employer require additional time beyond the ten (10) days, such request shall be submitted in writing and substantiated with reasons satisfactory to the Union. Requests shall not be unreasonably denied.

13.03 An employee's disciplinary record will be cleared after a period of two (2) calendar years of penalty-free conduct.

13.04 When the Employer finds it necessary to censure an employee which may result in disciplinary action, the Union's Steward or alternate shall be present unless the employee directs the Steward otherwise.

ARTICLE 14 - ACQUAINTING NEW EMPLOYEES

14.01 On commencing employment, the Supervisor where the person is employed, or designate, will introduce them to their Union Steward who will provide them with a copy of the collective agreement.

14.02 A Union representative will be provided the opportunity to interview each new employee at the time of orientation, upon hiring. The Employer will provide a room for the interview, which will take no more than fifteen (15) minutes.

14.03 The purpose of the interview will be to acquaint the employee with the benefits of Union membership, their responsibilities to the Union, and provide them with a copy of the Union constitution.

ARTICLE 15 - JOINT ASSOCIATION/EMPLOYEE RELATIONS COMMITTEE

15.01 The Association agrees to permit the members of the Vocational Services bargaining unit to elect a representative to the Joint Association/Employee Relations Committee. It is understood that this Association wide committee is to provide a forum for on-going communication. It is understood that the Parties may be assisted by an additional resource person of their choosing upon reasonable written notice to the Chairperson.

15.02 It is understood that the Association/Employee Relations Committee shall meet in May and November or at least twice per year, and at other times at the initiative of either the Union or the Association if required. The Chief Executive Officer of the Association or designee shall serve as Chairperson. Reasonable notice of agenda items shall be provided with background material where appropriate.

15.03 The Committee will provide a forum for on-going communication and the joint consideration of various concerns which arise in the day-to-day activities of the employees represented by the Unions. All such meetings will be held during normal working hours. It is further understood that the Association/Employee Relations Committee shall not deal with those matters which are properly matters for negotiations or those matters which should properly be handled by the grievance procedure.

15.04 Minutes will be prepared by administrative staff following each meeting and both parties shall receive a copy. The minutes shall be considered as an accurate and complete record of the meeting unless an objection is raised within three (3) calendar days from receipt.

ARTICLE 16 - EMPLOYER/EMPLOYEE COMMUNICATIONS

16.01 The Employer agrees to make space available on an electronic bulletin board for the Union to post notices of meetings and other notices which may be of interest to employees, provided that such notices require the prior approval of the Manager or designee.

16.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of the Agreement, the entire Agreement shall not be invalidated.

16.03 An employee, shall be entitled to a minimum of two (2) days' written notice to the Chief Executive Officer to have access to their personnel file, except information from references, during normal business hours.

ARTICLE 17 - CORRESPONDENCE

17.01 All correspondence between the parties will be directed as follows:

To the Union:	original to the Unit Chair* copy to the Secretary of the Local
To the Employer:	original to the Chief Executive Officer

17.02 Each party will ensure the other party is kept informed of the names and addresses of the persons holding the above positions.

*Senior Union Representative/employee in the bargaining unit.

ARTICLE 18 – PREGNANCY AND PARENTAL LEAVE

18.01 Employment-Insurance Eligible Leaves of absence shall be granted in accordance with the Employment Standards Act, R.S.O. 1990, as amended.

18.02 The Employer shall complete the appropriate documentation so that employees, eligible for compensation in accordance with the Employment Insurance rules, may apply for such compensation.

18.03 While on an approved statutory leave of absence, subject to Article 36 during the period of the leave, the Employer shall continue to pay the premiums for group life, accidental death and dismemberment, dental, short term disability and extended health. The Employee may opt to continue paying the premium costs for long term disability benefits when approved by the benefits carrier.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 In the event of the death in the family of an employee, three (3) days leave of absence with pay shall be granted. Employees may request a further two (2) days with pay due to out of province circumstances. Such requests may be granted at the sole discretion of the Employer.

Family is defined as: spouse (legal or common-law), child, step-child, foster child, grandchild, father, mother, father-in-law, mother-in-law, sister, brother, grandparent, brother-in-law and

sister-in-law, son-in- law and daughter-in-law, niece and nephew.

19.02 The Employer may require proof of circumstances in order to justify granting the above leave.

19.03 An employee shall be granted a one-day's leave of absence without loss of pay or benefits in the case of death of an aunt or uncle to attend the funeral, service, memorial or celebration of life.

19.04 In the event of a death in the family of the employee, while they are on vacation, the employee may apply to the Chief Executive Officer of their designate, to have up to three (3) days' vacation days of credits reinstated and use up to three (3) bereavement days leave.

ARTICLE 20 - LEAVE OF ABSENCE: COURT ATTENDANCE

20.01 An employee who is obliged to serve as a Juror or as a subpoenaed witness in a court will be granted leave with pay and without loss of seniority, provided they sign over to the Association payment received, less expenses for the time served.

20.02 The employee shall notify the Association as soon as possible of their selection for jury duty or subpoenaed as court witness.

20.03 The employee shall return to their regular duties if not selected for jury duty or after serving as witness.

20.04 If an employee is attending court as a party to the action, one of the persons charged or to support a family member, they are not eligible for compensation but may use vacation or lieu credits to attend the court proceedings.

ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS

21.01 Upon written request to the Employer, at least one month in advance, an employee elected or appointed to represent the Union at Conventions and/or seminars, executive or committee meetings of C.U.P.E. and its affiliated or chartered bodies, shall be allowed leave of absence with no loss of benefits, subject to conditions of 21.02. The Union agrees to reimburse the employer for the employee's salary and employer costs for statutory benefits (CPP, EI and EHT) for leaves of absence for union business.

21.02 The following conditions apply;

a) Leave will not be granted to more than two (2) employees at any one time;

b) The maximum amount of leave will be twenty (20) employee days in any fiscal year.

c) It is understood that the approval of any additional days or employees for leaves for union business is conditional that in the sole and exclusive prerogative of the Chief Executive Officer that a suitable replacement can be found, or other acceptable arrangements can be made. Requests for Union Leave shall not be unreasonably denied.

ARTICLE 22 – PERSONAL LEAVE OF ABSENCE WITHOUT PAY

22.01 a) Personal Leaves Of Absence

The Association agrees to give consideration to written requests for unpaid personal leaves of continuous absence for stated periods of up to one year to employees who have completed the probationary period. It is understood that the granting of such leaves is at the exclusive prerogative of the Chief Executive Officer of the Association on the recommendation of the employee's supervisor or manager and requires that a suitable replacement can be found, or other acceptable arrangements can be made.

Unless clearly impractical, the request will be made in writing at least two (2) weeks in advance. At the exclusive prerogative of the Chief Executive Officer, an employee may return from a pre-approved leave prior to the termination date of the leave upon four (4) weeks written notice. Any further requests for unpaid personal leave received within two (2) years from the conclusion of a previously approved leave will not be granted.

The Employer shall complete the appropriate documentation so that employees, eligible for compensation in accordance with the Employment Insurance rules, may apply for such compensation.

b) Compassionate Leave

Compassionate leave with pay, with deduction of up to eight (8) sick days in a fiscal year, may be granted at the exclusive prerogative of the Chief Executive Officer, or designate, in instances of serious illness within the employee's family requiring the employee's personal presence or instances of inclement weather in accordance with the Inclement Weather Policy of the Association.

c) Integration with the Employment Standards Act

The parties acknowledge that provisions of this collective agreement provide a greater right or benefit than The Employment Standards Act. It is agreed that when an employee accesses paid leave under this agreement that would be unpaid leave under The Employment Standards Act the employee has accessed both paid and unpaid leaves simultaneously.

22.02 Self-Funded Leave

22.02.01 Eligibility

a) An employee with a minimum of two (2) years' service with the Association is eligible for a Self-Funded Leave Plan which has been developed to afford employees the opportunity of taking one-year or one half-year leave of absence with self-funded pay, by setting up a self-funded leave saving account and requesting the agency to direct a percentage of their pay to this plan (ie. 20% of pay going to the self-managed account), or other time as may be approved by the Association and permitted by appropriate legislation).

b) It is understood that the leave is to be taken in the final year (or period) of the self-funded leave.

22.02.02 Application Process

a) Applications for self-funded leave shall be submitted in writing to the Chief Executive Officer (or designate), on or before March 31, with a copy to the Director of Human Resources. The application shall specify the

duration of the desired salary deferral program.

b) Written acceptance or denial of the employee's request shall be forwarded to the employee by the last day of March. The approval or denial of an employee's request for a self-funded leave is at the sole and exclusive discretion of the Chief Executive Officer or designate. Written denial will be accompanied by an explanation. It is understood that approval of the leave is absolutely conditional upon the completion of an individual Self-Funded Leave Agreement within sixty (60) days of conditional approval.

22.02.03 **Effect of Absence**

a) While on self-funded leave:

i) the employee is entitled to participate, at the employee's own expense, subject to the terms of the carrier, in the insured benefit coverage outlined in Article 36.

ii) Sick leave and experience for salary progression shall not accumulate.

iii) Experience for the purpose of the calculation of seniority for the purposes of lay-off and recall shall continue to accumulate.

b) An employee returning from self-funded leave shall be reinstated to the position and work site, which the employee held prior to the leave. If the position no longer exists, the employee shall be placed in a comparable position at the work site subject to Article 25 – Layoffs and Recalls.

c) The individual self-funded leave shall be the responsibility of the employee to manage their funds for such leave.

22.02.04 **General**

a) It is understood that excluding legislated leave, leave for injury/illness, or leave for Union business no combination of consecutive leaves under this Collective Agreement shall exceed two (2) consecutive fiscal years.

b) Notwithstanding the foregoing, it is understood that this stipulation may be waived at the sole and exclusive discretion of the Chief Executive Officer or designate in exceptional circumstances.

ARTICLE 23 - LEAVE WITHOUT PAY - ADJUSTMENTS

23.01 When a leave of absence without pay does not exceed the calendar month in which the leave is commenced, the Employer shall continue to pay its share of premiums of insured benefits for the calendar month.

Subject to the terms of the carrier and where a leave of absence without pay exceeds the calendar month in which the leave is commenced, the employee may continue coverage for insured benefits provided they pay the total cost of premiums to the Employer, monthly in advance. Prior to the commencement of the leave the Employer will advise if benefits coverage will be available.

23.02 Credits for wage increments, vacation and disability income protection will not accumulate during leave without pay.

ARTICLE 24 - SENIORITY

24.01 Seniority is defined as the length of continuous service in the employ of the Employer and service in the bargaining unit. Seniority shall be used in determining priority in lay- offs and recalls.

24.02 **a)** All newly hired employees will be considered probationary for the first three (3) months or four hundred eighty-seven and one half (487.5) hours of employment. The Association may extend the probationary period after a discussion with the union for a further three (3) months or four hundred eighty-seven and one half (487.5) hours. After the completion of the probationary period, seniority shall be effective from the original date of employment. The dismissal, lay-off or failure to recall after lay-off of a probationary employee will be at the sole discretion of the Employer and shall not be the subject of a grievance. It is understood that in the case of regular part-time employees, the probation period shall be four hundred eighty-seven and one half (487.5) hours of employment.

b) To identify seniority between all employees in the bargaining unit, the Association shall maintain a full-time seniority list and a part-time seniority list. The part-time seniority list shall show original date of hire and the hours worked once seniority is established. The full-time seniority list shall show original date of hire and date of seniority. One year is equal to 1,950 hours.

24.03 The employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list will be sent to the Union Secretary and posted bi-annually, the second week of January and the second week of July each year. The seniority list shall be deemed to be correct twenty (20) working days after each posting.

24.04 An employee shall lose all seniority and the employment relationship shall be deemed to be terminated if:

1) They are discharged for just cause and not reinstated;

2) They are absent for three (3) consecutive working days without providing a reason satisfactory to the Employer;

3) They resign;

4) They are laid-off, and after receiving notice by Registered Mail, fails within forty- eight (48) hours, to notify the Employer of their intention to return to work, or, fail, within five (5) working days, to return to work, unless unable to do so because of disability;

5) They are laid-off in excess of twenty-four (24) months;

6) They are absent due to illness or accident in excess of twenty-four (24) months, except if the employee is in receipt of Long Term Disability. In order for the Association to maintain its high standard of performance, it is agreed that the Association may hire a replacement staff person to fill the position, notwithstanding the right of the employee on Long Term Disability to return to their job when declared fit and able by a Doctor of Medicine as per Article 36.04

7) They are a Part-time employee who has not worked a shift for a continuous period of six months.

ARTICLE 25 - LAY-OFFS AND RECALLS

25.01 Employees who are subject to lay-off shall receive a minimum of twenty-five (25) working days' notice or one (1) weeks' notice for each year of aggregate service with the Employer. The Employer shall meet with the Union, if requested, within ten (10) working days of the notice to discuss the layoff(s) and means of avoiding the layoff(s).

25.02 Employees shall be recalled in the order of their seniority, provided that the employee is willing, fully qualified, and immediately able to perform the work that has become available.

25.03 If there are employees on lay-off, no new employees will be hired except to fill the time awaiting the laid-off employees' return.

25.04 Subject to the terms of the carrier, laid-off employees shall have the right to continue pre-existing participation in insured benefit plans through direct payment of the full premium cost in advance, for up to twenty-four (24) months from the commencement of the lay-off. Prior to the commencement of the layoff the Employer will advise if benefits coverage will be available.

25.05 During the period between the receipt of the lay-off notice and the commencement of the actual lay-off, the Employer agrees to provide such affected employee(s) up to two (2) hours without loss of regular pay to attend interviews with prospective employers outside of the Association.

ARTICLE 26 - TEMPORARY TRANSFERS

26.01 A temporary vacancy is one which is expected to have a limited duration, usually due to absence of the incumbent, or extra work, and which is not posted.

26.02 When an employee is assigned to fill a temporary vacancy, it is assumed that they will revert to their original job when the assignment is completed.

26.03 An employee's rate of pay for a temporary assignment will be adjusted following seven and one-half (7.5) worked hours in the job. The amount will be greater of either the employee's current rate, or the equivalent rate level for the temporary job.

ARTICLE 27 - PROMOTIONS AND STAFF CHANGES

27.01 Except in the event of a vacancy due to a leave of absence which is not expected to last more than sixteen (16) weeks, in the event that a vacancy occurs, or a new position is created, the Employer will post the position for a period of five (5) working days. It is understood that internal applicants will be considered prior to the Employer considering outside applicants for vacant positions. Interested employees may apply during the five (5) day period. It is further understood that the Employer may delay the posting of the vacancy for a period of up to sixteen (16) weeks.

27.02 During the posting period and until the position is filled, the Employer is free to fill the position on a temporary basis as they see fit.

27.03 **Selection Process**

The selection of an employee to fill the position will be based upon:

a) The requirements and efficiency of operation, and the qualifications, experience, ability, knowledge, training, and performance of the individual to do the job;

b) Seniority

When, in the judgement of the Employer, which shall not be exercised in an unfair or discriminatory manner, the criteria in (a) are relatively equal between two (2) employees, then seniority shall govern.

c) It is understood by the parties that temporary employees who have completed their probationary period in the temporary position will have preference over an external applicant.

27.04 If an employee has been performing satisfactorily and accepts another position within the bargaining unit, and finds themselves unable to meet the requirements, or the Employer determines the employee is not performing adequately, assistance will be provided to the employee to become familiar to the position. If within a thirty (30) working day trial period, the Employer or the employee determines they are unable to adequately perform the normal duties of the position, they shall revert to their former job and rate of pay, subject to the other provisions relating to seniority, lay-off, and recall. Any other employee who changed jobs because of rearrangement of position shall also be returned to their former position, subject to the same provisions.

27.05 Within seven (7) working days of an appointment to a vacant position, the name of the successful candidate will be provided to the Union and communicated in writing to all candidates(s) who interviewed for the position.

27.06 Successful applicants of this provision need not be considered for another position in the bargaining unit for a further three (3) months.

27.07 It shall be the responsibility of each employee to keep the Employer informed of their current address.

27.08 In the event a member of the bargaining unit accepts a position outside of the bargaining unit such employee's seniority shall be frozen at the date of leaving for a period not to exceed twelve (12) months. In the event the employee returns to the bargaining unit at a later date, seniority within the bargaining unit shall be at day one. All other benefits shall be based on aggregate service.

27.09 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 transferable to any other position within the bargaining unit which requires those qualifications.

ARTICLE 28 - GENERAL

28.01 Each party will make available to the other, the following information:

For the Union:	Name of the Unit Chair Name and address of: The National Representative assigned to the Local The Officers of the Local
For the Employer:	Name of the Director or designate and address

28.02 The Employer recognizes a Health and Safety Representative with full jurisdiction to act within the Ontario Occupational Health and Safety Act without loss of wages.

28.03 Joint Health And Safety Committee

a) The Employer and Union agree to establish a Joint Health and Safety Committee. The Union representatives to the Joint Health and Safety Committee shall be a bargaining unit member selected by the Local Union.

b) All incidents involving workplace violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to employees including but not limited to, policy, and/or training recommendations, which will be forwarded to the Employer.

c) 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, and workplace inspections and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.

d) In addition, the Health and Safety Committee shall:

i) identify situations that may be a source of danger or hazard to employees;

ii) make recommendations to the employer and the workers for the improvement of the health and safety of employees; and

iii) recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of employees.

e) It is agreed that all CUPE members of the Joint Health and Safety Committee will successfully complete certification training. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense and will be considered as time worked with no loss of wages.

f) A member of a committee is entitled to:

i) if elected as co-chair, one 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.

g) A member of a committee shall be deemed to be at work during the times described in this Article and the member's employer shall pay the member for those times at the member's regular or premium rate of pay, in accordance with the collective agreement.

h) While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

28.04 Reassessments

The parties further agree to re-assess the hazards of violence and harassment as often as is necessary to protect workers. The parties agree that reassessments shall be conducted, but not limited to the following situations:

i) The workplace moves, or the existing workplace is renovated or reconfigured.

ii) There are significant changes in the conditions of work (e.g. change in closing times).

iii) There is new information on the risks of workplace violence and/or harassment.

iv) A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

28.05 **Provision Of Information**

The Employer agrees to provide information, instruction and supervision, related to a risk of workplace violence about a person with a history of violent behavior when:

i) The worker can be expected to encounter the person in the course of their work, and

ii) The risk of violence is likely to expose a worker to physical or psychological injury/trauma. In particular, the employer shall:

iii) advise a worker of the existence of any potential or actual danger to the health or safety of the worker of which the supervisor is aware;

iv) provide a worker with written instructions as to the measures and procedures to be taken for protection of the worker; and

v) take every precaution reasonable in the circumstances for the protection of a worker.

28.06 **Professional College Or Affiliations**

a) The Employer will not require any bargaining unit member to become a member of a Professional College unless required by Ministry directive, regulation or legislation.

b) Should there be a requirement to become a member of a Professional College by Ministry directive, regulation or legislation, the Employer shall pay 100% of the applicable fees to maintain membership if the Ministry provides funding specified for that purpose.

c) The Employer will pay up to seven and one-half (7.5) hours for an employee who is required to write an examination to maintain college certification on day (s) when the employee is scheduled to work. If the employee is required to pay for the examination, the Employer shall cover the cost if the Ministry provides funding specified for that purpose.

28.07 The employer agrees to follow all local Simcoe Muskoka District Health Unit, Ministry of Health and Ministry of Children, Community and Social Services Directives in consultation with CLSM Health and Safety Committee with regard to usage and supply of Personal Protective Equipment.

ARTICLE 29 - TRAINING COURSES AND EXPERIMENTAL PROGRAMS

29.01 The Employer will post available information on training courses and experimental programs which are likely to be of interest to employees, as the information becomes available. Normally, the information will include: type of course, subject and material to be covered; time, duration, and location; minimum qualifications to enroll (if applicable).

ARTICLE 30 - PAY

30.01 The Employer shall pay wages on a two (2) week cycle; Monday to Sunday. Payment will be made on the Friday following the last Sunday in the cycle for full-time employees.

Part-time employees will be paid on the second Friday following the last Sunday in their cycle.

30.02 Wages will be paid in accordance with Schedule "A".

ARTICLE 31 - HOURS OF WORK AND OVERTIME

31.01 The provisions of this article shall not be construed to be a guarantee of hours of work nor as a guarantee of working schedules. It is understood that overtime must be approved in advance in writing by the appropriate supervisor or manager.

31.02 **a)** The normal work week shall consist of a five (5) seven and one-half (7-1/2) hour shifts typically Monday to Friday between the hours of 7:00 a.m. and 8:00 p.m. with one-half hour unpaid lunch. Shifts scheduled outside of these hours shall be per Article 2.02 Minimum Availability. It is understood and agreed that a flexible arrangement based on a thirty-seven and one- half (37-1/2) hour work week may be required to meet the support needs of individuals.

b) It is understood that both Full and Part time Community Participation Support Assistants working in Direct Funded Programs may need to make themselves available to do weekend work dependent on the support needs identified through the individualized planning process.

c) The normal hours of work for part-time employees shall not exceed forty-eight (48) hours in a two week pay period Monday to Friday with one-half hour unpaid lunch and one fifteen (15) minute break after four hours worked. It is understood and agreed that a flexible arrangement based on no more than forty-eight (48) hours worked in a two week pay period, including Saturdays and Sundays may be required to meet and support needs of individuals.

31.03 The normal work week will consist of thirty-seven and one-half (37 1/2) hours with no split shifts.

31.04 Work in excess of the normal work week shall be considered overtime.

31.05 An employee who is authorized, and does work overtime, shall be entitled to:

payment at the rate of one and one-half (1 1/2) their normal rate of pay, if the employee chooses and it is agreed in advance. Or,

if overtime is voluntary, lieu time off in the ratio of one and one-half (1 1/2) hours for each hour worked will be banked to a maximum of twenty (20) hours.

Banked overtime that is not taken within the following four (4) week period shall be scheduled by the Association.

It is understood that in a work week that includes a statutory holiday, the lieu time entitlement shall be for hours worked beyond thirty (30) hours.

31.06 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

31.07 If an employee had been employed for more than one year, two weeks written notice is required

from the employee before resignation occurs.

31.08 It is understood that other work schedules may be mutually agreed upon between the employer and the union.

31.09 Employees must get permission in advance to travel out of town and/or to travel outside of normal hours of work.

Should the Employer and employee agree to approved travel outside of work hours, these hours would accrue as lieu time at straight time. The time earned as lieu for travel should be taken within the same pay period.

ARTICLE 32 - MINIMUM REPORTING ALLOWANCE

32.01 If an employee reports for work at the regularly scheduled time for this shift and no work is available, such employee will be entitled to a minimum of one-half (½) the scheduled hours pay at the employee's regular rate provided that:

a) The employee has not been previously notified by the Employer to the contrary (prior to leaving for work) either orally or by message sent to or left at the employee's residence;

b) If requested by the Employer, the employee shall perform a minimum of one-half (½) the scheduled work hours at work as the Employer may assign.

32.02 It shall not apply to an employee returning to work without notice after absence.

ARTICLE 33 - VACATIONS WITH PAY

33.01 The "Vacation Year" will be from April 1 of one (1) year to March 31 of the next. During the "vacation year", an employee will earn credit for vacation with pay based on their length of continuous service with the Employer from the last date of employment as at March 31 of the "vacation year" just completed.

33.02 Vacation entitlement must be taken during the "vacation year" during which it is earned except for five (5) vacation days which may be carried over to the next year. An employee shall not waive their vacation time off and draw pay instead.

33.03 Entitlement to time off in each "vacation year", for full time employees shall accumulate as follows:

Full Time Vacation Entitlement		
Years of Service	**Days**	**Pay %**
Less than one (1)	1 per month	4
One (1) to three (3)	15	6
Three (3) to Ten (10)	20	8
Ten (10) to Twenty (20) years	25	10
Twenty (20) to thirty (30)	30	12

Part-Time employees: Vacation pay shall be paid at the percentage of earnings per the Employment Standards Act on each payroll during the year

Part-Time Vacation Entitlement		
Years of Service		**Pay %**
Less than five (5) years		4
Five years or more		6

33.04 Upon termination of employment, except as noted below, an employee shall be entitled to vacation pay owing at the appropriate percentage. An employee who resigns without providing two (2) weeks written notice will be entitled to vacation pay equal to only four (4) percent.

33.05 At the time of taking vacation time off, an employee may draw vacation pay for the planned time off using, as a basis, estimated pay in accordance with 30.03, assuming continued employment to the end of the vacation year. After March 31 of each year, or at the time of termination, if the employment relationship terminates prior to March 31, the actual entitlement will be calculated. The difference between payment made and actual entitlement will be paid to the employee or refunded by the employee as the case may be.

33.06 An employee required to work during their scheduled vacation period shall be paid one and one-half (1-1/2) times their regular rate of pay for time worked, plus one (1) vacation lieu day off for each day worked.

33.07 If a paid holiday falls within an employee's vacation period, they shall be allowed an additional day of vacation attached to that period.

33.08 **a)** Employees shall submit their requests for vacation by April 1st of each year. The employer shall respond within fifteen (15) working days. The employer shall make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning vacations resides with the employer. Should more than one employee desire the same vacation time, and the employer is not able to grant all vacation requests, such vacation period shall be granted according to seniority. The Association shall not approve vacation in the month of April in excess of the employee's annual allotment. Once the annual reconciliation of vacation is complete the Association will respond to all remaining requests for vacation time, but in no case later than May 15th.

b) After April 1st vacation request deadline date, vacation approval is based on availability and a first come first served basis.

Seniority may not be used to bump staff who have requested and have approved vacation time.

c) Employees requesting vacations of one week's duration or less, of their remaining entitlement, may do so by giving the employer one (1) weeks' notice. In cases of emergency this provision may be waived by the Chief Executive Officer or designee, and they shall also, have the exclusive prerogative to grant or deny the request.

d) Employees requesting vacations of more than one week's duration shall provide the employer one (1) month's written notice of their preferred vacation period.

ARTICLE 34 - PAID HOLIDAYS

34.01 Employees shall receive the following holidays with pay:

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

34.02 Permanent full-time employees will be entitled to one (1) floating holiday per year. This additional day shall not be a premium day but shall be without loss of or deduction from regular earnings. Should the Government of Ontario proclaim any additional paid holiday which would be applicable to Ontario employees such proclaimed holiday shall be in addition to one (1) of the floating holidays provided for above.

34.03 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated as the holiday by the employer or legislative requirement.

34.04 In order to qualify for holiday pay, an employee must have worked their scheduled working day immediately preceding and immediately following the holiday unless on bona fide sick leave. The Chief Executive Officer may request an employee to present proof of illness when sick leave is used under this article.

34.05 An employee who is required to work on a holiday and fails to do so, will not be entitled to holiday pay unless a satisfactory explanation is given to the employer.

ARTICLE 35 – EMPLOYEE EXPENSES

35.01 The employer will pay the following allowances to employees who provide and use vehicles for approved business for the employer.

a) The allowance will be the amount currently approved by Association policy. The Association agrees that the rate applicable to members of this bargaining unit shall not be less than that applicable to any other Association bargaining unit represented by any other union. The mileage rate shall be fifty-five cents ($0.55) per kilometer.

b) Upon presentation of proof, non-probationary employees shall be reimbursed for additional automobile insurance with third party liability coverage of $2,000,000 including accident benefits, collision, and comprehensive for occasional business use, over and above the cost of basic liability, accident benefits, collision, and comprehensive coverage, up to eighty dollars ($80.00) per year. The Employer will provide a letter for the employees to present to the Insurer.

c) The Employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required. If it is the expectation of the Employer that Employees may occasionally be required to transport staff and/or clients in their personal vehicles during and as a condition of employment, this additional requirement shall also be included on the job postings and/or job descriptions.

d) Employees that may be required to utilize their personal vehicles for any work- related purpose, including transporting staff and/or clients, are encouraged to make full disclosure of any such usage to their personal vehicle insurer, and are at liberty to provide their insurer with a copy of the job description and/or job posting for this purpose.

Employees will use best efforts to determine from their insurer if added coverage is required and will obtain a valid quote from their insurer for the added coverage. If added coverage is not required, employees will request a written waiver from their insurer signifying that added coverage is not required to use their personal vehicle for work-related purposes.

35.02 The approval of the Supervisor is required, normally in advance.

35.03 In the interest of economy, when more than one (1) employee is to make the same trip, transportation must be shared if it is practical and convenient to do so.

35.04 When not included in the cost of the conference or hotel stay, and only where the Employee is required to be away from their regular place of work or in attendance at a conference during breakfast, lunch or dinner, the Association agrees to reimburse employees for meal expenses while engaged in Association business away from their regular place of work or in attendance at conferences other than in Article 10, subject to the following maximum amounts and conditions:

Breakfast	$10.00
Lunch	$20.00
Dinner	$30.00

For a full day of meal claims, employees have the discretion of combining the meal rates to a maximum of $60.00.

Employees shall provide acceptable receipts for such actual expenses with requests for reimbursement. An appropriate advancement of funds will be made available if the employee is away from their regular eligibility of these expenses.

It is understood that the employee will make reasonable efforts to provide the acceptable receipts within thirty (30) days of incurring the expenses. If the acceptable receipts are not provided within ninety (90) days after incurring the expenses, the Association shall not be responsible for reimbursement.

35.05 **Damage To Personal Property**

When the Agency is satisfied that an employee has suffered damage or loss of personal property while performing the employee's regular duties and as a direct result of a client's actions, the Employer will ensure the replacement cost of the personal property is provided to the employee up to a maximum of $300, provided that the employee reports the damage or loss immediately upon becoming aware and is not being compensated
for the damage or loss through other avenues. The Agency shall be entitled to conduct an investigation and will be entitled to the provision of all documentation requested in order to satisfy itself to such damage or loss.

Where there is insurance that can be claimed, the Employer shall only be responsible for the deductible up to a maximum of $500. The Employer shall advise the employee if a police report of the damage or loss is to be filed and/or if multiple estimates of the cost to replace are required.

ARTICLE 36 - INSURED BENEFITS

36.01 The Association will enroll each full-time employee, who has completed three (3) permanent full-time months of employment, terms of carrier selected by the Association, in the following insured benefits or equivalent:

a) Group life as in effect December 1, 2023;

b) Accidental Death and Dismemberment as in effect December 1, 2023;

c) Dental as in effect December 1, 2023 save for the following amendment: Recall oral examinations (limited to one in nine consecutive months). For greater clarity, regular check-ups shall be once every nine months.

d) Short Term Disability as in effect December 1, 2023;

e) Long Term Disability as in effect December 1, 2023. It is understood that LTD is provided only upon medical acceptance by the Association's benefit package plan and applies to the employee's own occupation.

f) Extended Health Care in effect December 1, 2023; which includes a vision care rider that will reimburse the employee up to four hundred ($400.00) dollars once every twenty-four (24) months for prescription glasses when required for employee and dependents.

g) Multi Sector Pension Plan effective April 1, 2010.

h) Employee Family Assistance Program

36.02 The Association shall be responsible for one hundred percent (100%) of the premium costs for the following benefits: group life, accidental death and dismemberment, dental, short term disability and extended health.

36.03 Employees shall receive a pay direct drug card. It is understood that this benefit provides for a deductible fee (to a maximum of six ($6.00) dollars).

36.04 **Sick Leave and Short-Term Disability**

a) On completion of the probationary period, each employee shall be credited with nine (9) sick days which may be used to cover periods of legitimate illness.

b) Notwithstanding the above, it is understood that persons in the employ of the Association at April 1, 1997, the nine (9) days shall be fifteen (15) days.

c) Persons in the employ of the Association at January 1, 2008 the nine (9) days shall be twelve (12) days.

Should an employee be unable to return to work within nine (9) consecutive days, the employee shall be eligible for the Short-Term Disability benefits. It is understood that notwithstanding the introduction of a new Short-term Disability Plan, employees in the employ of the Association at the time of ratification, shall maintain their sick leave accumulation held at March 31, 1995, unless decreased by usage.

d) The employer may hire a contract person to cover the term of disability to a maximum of seventeen (17) weeks' notice. Upon the employee's return to work, the employee shall be reinstated to their former position or provided with alternative work of a comparable nature at no less than their wages, adjusted by any seniority or benefits accrued to the commencement of the employee's leave of absence.

e) When the employee on Short Term Disability intends to resume their employment, they shall so advise the Employer in writing providing at least two (2) weeks' notice. Upon the employee's return to work, the employee shall be reinstated to their former position or provided with alternative work of comparable nature at no less than their wages, adjusted by any seniority or benefits accrued to the commencement of the employee's leave of absence.

f) Bargaining unit employees may not use sick time or banked time to increase Short Term Disability payments

36.05 Benefits will cease for employees on leaves of absence, unless the reason for the leave requires benefits continuance per the *Employment Standards Act*.

Employees on leaves requiring benefits continuance per the *Employment Standards Act* shall continue to pay any employee-paid portion throughout the period of leave.

Employees on medical leaves have the option to continue benefits, if approved by the insurance provider, however the Employee shall pay the full amount of benefits.

Ceased benefits will resume upon return from leave.

36.06 The Association has the right to change carriers for all benefits providing that the benefits to be provided by the new carrier are equivalent or better than the benefits provided by the previous carrier. Such substitution will not occur without prior notice to the union. It is the Association's responsibility to provide payment for its share of the premiums rather than to provide the benefit. The benefits are provided subject to the terms and conditions of the carrier (s).

36.07 Full-time employees will be entitled one (1) hour to attend doctor's or dentist's appointments without affecting credits.

36.08 The employer may require proof of disability by medical certificate for any absence.

36.09 The employer shall continue to pay the costs of insured benefits for a period of twenty- four (24) months from the date of going on Long Term Disability (adjusted to nearest month).

36.10 **WSIB**

The employer agrees to cover all employees under the Workplace Safety and Insurance Act (WSIA). Full-time employees will have access to sick leave credits and may apply for STD and LTD until such time as the employee's claim is approved by WSIB.

36.11 An Employee who returns within twenty-four (24) months of the original injury and is no longer deemed to have a compensable injury, shall be placed in their former position by the Employer.

36.12 It is understood that part-time employees are not eligible for the provisions of Articles 36, 37 and 38.

ARTICLE 37 - INCOME PROTECTION AGAINST DISABILITY

37.01 Disability is the inability to perform any and every duty of an employee's regular occupation.

37.02 Pay for disability leave is for the sole purpose of protecting an employee against loss of income due to disability from sickness, (not including pregnancy) or injury, and will be granted to an employee as follows, subject to the conditions below:

37.03 **Long Term Disability**

Subject to the employer's contract with the designated Association insurance package, summarized below:

a) Coverage will commence after seventeen (17) weeks of continuous disability;

b) Effective the first of the month following ratification, payment eligibility will be sixty-six and two thirds (66-2/3%) percent of the first Two thousand five hundred ($2,500.00) dollars of regular monthly earnings and forty-five (45%) of the balance to a maximum of Four thousand $4,000.00) dollars per month.

c) Maximum duration to age sixty-five (65);

d) The employee will pay the full premium cost.

37.04 To be eligible for the above the employee must have completed their probation period.

37.05 An employee claiming disability leave shall be required to produce proof of disability in the form of a medical certificate, acceptable to the employer, and signed by a legally qualified physician who has examined the employee for any and every absence of three days or more.

37.06 The employer may require proof of disability by medical certificate, as above for any absence.

37.07 The employer has the right to require an employee to undertake a medical examination by a legally qualified physician of the employer's choice, at the employer's expense.

37.08 Regular earnings are those for which the employee is eligible. The employer undertakes to advise the carrier immediately of any change in eligible earnings of an employee on L.T.D.

37.09 The employer may, at any time, substitute another carrier, provided the same level of benefits are maintained and there is no interruption in coverage. Such substitutions will not occur without prior notice to the union.

ARTICLE 38 – MULTI SECTOR PENSION PLAN

38.01 All Eligible Employee shall contribute for each pay period an amount identified in Appendix A to the CUPE Multi-Sector Pension Plan.

The Association will contribute on behalf of each Eligible Employee for each pay period, a matched amount identified in Appendix A.

The Union will indemnify and save the Association harmless against any and all claims, suits, judgements, attachments and from any form of liability that may arise out of any action or not taken by the Association for the purposes of complying with the Association's agreement to make a financial contribution to the CUPE Multi-Sector Pension Plan.

It is understood that the Association has no obligation to provide, pay for, or to contribute to the costs of the benefits established by the CUPE Multi-Sector Pension Plan and that the Association assumes no liability whatsoever with respect to the CUPE Multi- Sector Pension Plan save and except to make contributions in accordance with this Article.

It is understood that "Applicable Wages" means the basic straight time wages for all hours worked and in addition the straight time component of hours worked on a holiday; and holiday pay, for the hours not worked; and vacation pay; and sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. All other payments, premiums, allowances and similar payments are excluded. "Eligible Employee" means all full-time employees in the bargaining unit.

Subject to the above indemnifications the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

38.02 RRSP Part-time employees

Part-time employees, not eligible for the CUPE Multi-Sector Pension Plan, may contribute each pay period an amount identified in Appendix A to the Agency RRSP program.

The Association will match the contribution that non-eligible MSPP part-time employees contribute to their RRSP for each pay period, in the amount identified in Appendix A.

ARTICLE 39 - TERM OF AGREEMENT

39.01 This Agreement shall be binding and remain in effect from April 1, 2023, to March 31, 2026 and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modification, of this agreement. If written notice is given, the parties shall meet within fifteen (15) days from giving notice.

39.02 Any changes deemed necessary in this Agreement may be made by the written mutual agreement between both parties at any time during the existence of this Agreement.

39.03 The preparation and printing of this Agreement will be split evenly between both parties.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher (2026-09-29 21:03 09 EDT)

Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey (2026-10-02 17:31:56 EDT)

Peggy Jeffrey, Lead Steward, Local 1813.01

Rachelle Lawrence (2026-09-29 12:55:37 EDT)

Rachelle Lawrence, Steward, Local 1813.01

Robyn Behm (2026-09-30 07:54 10 EDT)

Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier (2026-10-15 08:44:25 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby (2026-10-15 11:11:17 EDT)

Declan Ormsby, Human Resources Manager

Kent Lee (2026-10-19 13:19:17 EDT)

Kent Lee, Chief Administration Officer

APPENDIX A

Community Living South Muskoka Pay Grid CUPE VOC
Effective Date April 1, 2023

General Description:
Year one general wage increase of $.60 across all positions and steps
Year two general wage increase of $.63 across all positions and steps
Year three general wage increase of $.65 across all positions and steps
A stipend of $750 for full-time employees, $350 for part-time employees (with 20 or more hours worked per month) and $125 for part-time employees (with less than 20 hours worked per month but have worked at least 80 hours in the 2025 and/or 2026 calendar year)
Matched MSPP contribution for eligible employees of 1% (2% combined total) Matched RRSP contribution of 0.5% (1% combined total) for part-time employees (not MSPP eligible)

Note – Retroactive wage adjustments for eligible employees shall be paid within forty-five (45) days of ratification.

	Step Level					Step Level $ Increase				
Position Name	**1**	**2**	**3**	**4**	**5**	**1**	**2**	**3**	**4**	**5**
		3 mos.	1 year	2 years	3 years					
Ending Wage March 31, 2023	Start	487.5hrs	1950hrs	3900hrs	5850hrs					
Community Participation Support Assistant-1	**$ 21.85**	**$ 22.09**	**$ 22.33**	**$ 22.57**	**$ 22.81**					
Community Participation Support Assistant-2	**$ 22.35**	**$ 22.59**	**$ 22.83**	**$ 23.07**	**$ 23.31**					
Community Participation Support Worker-1	**$ 28.59**	**$ 28.80**	**$ 29.05**	**$ 29.27**	**$ 29.49**					
Community Participation Support Worker-2	**$ 28.71**	**$ 28.93**	**$ 29.16**	**$ 29.38**	**$ 29.60**					
Year one										
Community Participation Support Assistant-1	$ 22.45	$ 22.69	$ 22.93	$ 23.17	$ 23.41	$ 0.60	$ 0.60	$ 0.60	$ 0.60	$ 0.60
Community Participation Support Assistant-2	$ 22.95	$ 23.19	$ 23.43	$ 23.67	$ 23.91	$ 0.60	$ 0.60	$ 0.60	$ 0.60	$ 0.60
Community Participation Support Worker-1	$ 29.19	$ 29.40	$ 29.65	$ 29.87	$ 30.09	$ 0.60	$ 0.60	$ 0.60	$ 0.60	$ 0.60
Community Participation Support Worker-2	$ 29.31	$ 29.53	$ 29.76	$ 29.98	$ 30.20	$ 0.60	$ 0.60	$ 0.60	$ 0.60	$ 0.60
Year two										
Community Participation Support Assistant-1	$ 23.08	$ 23.32	$ 23.56	$ 23.80	$ 24.04	$ 0.63	$ 0.63	$ 0.63	$ 0.63	$ 0.63
Community Participation Support Assistant-2	$ 23.58	$ 23.82	$ 24.06	$ 24.30	$ 24.54	$ 0.63	$ 0.63	$ 0.63	$ 0.63	$ 0.63
Community Participation Support Worker-1	$ 29.82	$ 30.03	$ 30.28	$ 30.50	$ 30.72	$ 0.63	$ 0.63	$ 0.63	$ 0.63	$ 0.63
Community Participation Support Worker-2	$ 29.94	$ 30.16	$ 30.39	$ 30.61	$ 30.83	$ 0.63	$ 0.63	$ 0.63	$ 0.63	$ 0.63
Year three										
Community Participation Support Assistant-1	$ 23.73	$ 23.97	$ 24.21	$ 24.45	$ 24.69	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65
Community Participation Support Assistant-2	$ 24.23	$ 24.47	$ 24.71	$ 24.95	$ 25.19	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65
Community Participation Support Worker-1	$ 30.47	$ 30.68	$ 30.93	$ 31.15	$ 31.37	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65
Community Participation Support Worker-2	$ 30.59	$ 30.81	$ 31.04	$ 31.26	$ 31.48	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65

Wage Increase and Stipend – Eligibility

For the purposes of all general wage increases and stipends, employees in the bargaining unit shall be eligible to receive the payment provided they are actively at work on the date of ratification, or on an ESA, STD or LTD approved leave in accordance with the collective agreement which leave commenced on or after April 1, 2023 up to the date of ratification.

Employees who are on such an approved leave in accordance with the collective agreement, which leave commenced on or after April 1, 2023 up to the date of ratification shall be entitled to receive their stipend payment, and any applicable retroactive payment for the general wage increase for hours previously worked, upon their return to work.

LETTER OF UNDERSTANDING #1 - Funding

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

This letter will confirm the following agreement reached during negotiations:

Subsequent to the first year of this collective agreement, if the Association receives funding adjustments specifically identified by the Ministry for employee compensation, the Association will apply such funds to increase the employees' salaries for all Union employees based on their earnings, by the amount flowed to the Association by the Ministry and less any additional requirements for the fiscal periods April 1, 2023 to March 31, 2026 pay equity and less any related cost increases to employee benefits as stipulated by the Ministry if otherwise directed.

The parties will meet within thirty (30) days of the confirmation of the Associations 2023-2026 annualized budgets to review and establish if this agreement comes into effect.

It is understood that this letter is attached to the Collective Agreement for the purposes of information only and does not form part of the Collective Agreement.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher
Lauren Speicher (2026-09-29 21.03 09 EDT)
Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey
Peggy Jeffrey (2026-10-02 12:56 56 EDT)
Peggy Jeffrey, Lead Steward, Local 1813.01

Rachelle Lawrence
Rachelle Lawrence (2026-09-29 12 55 37 EDT)
Rachelle Lawrence, Steward, Local 1813.01

Robyn Behm (2026-09-30 07:54:10 EDT)
Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (2026-10-15 08 44 25 EDT)
Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby
Declan Ormsby (2026-10-15 11 11 1. EDT)
Declan Ormsby, Human Resources Manager

Kent Lee
Kent Lee (2026-10-19 13:19:17 EDT)
Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #2 - Pay Equity And Job Evaluation

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

The parties agree to the following process for the purpose of Pay Equity Maintenance and Job Evaluation to ensure compliance with the *Pay Equity Act.*

The process:

The Pay Equity Committee shall review and discuss any NEW or CHANGED jobs on an annual basis;

The parties shall determine whether or not there were any NEW or CHANGED jobs in the previous calendar year. It is understood that the CUPE Staff Representative shall be included in these discussions;

Where a change has occurred, the Pay Equity Committee will meet to review the changes. The changes will be evaluated using the GNCS as set out in the Pay Equity Plan;

In the event that position values have changed the employer will make the necessary adjustments, if any, in accordance with *Pay Equity Act*;

If there are no NEW or CHANGED jobs then a "maintenance agreement" will be signed off.

It is understood that this letter is attached to the Collective Agreement for the purposes of information and does not form a part of the Collective Agreement.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher (2026-09-29 21 03 09 EDT)

Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey (2026-10-02 13 53 56 EDT)

Peggy Jeffrey, Lead Steward, Local 1813.01

Rachelle Lawrence (2026-09-29 12 55 37 EDT)

Rachelle Lawrence, Steward, Local 1813.01

Robyn Behm (2026-09-30 07 54 10 EDT)

Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier (2026-10-15 08 44 25 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby (2026-10-15 11 11 17 EDT)

Declan Ormsby, Human Resources Manager

Kent Lee (2026-10-19 13 19 17 EDT)

Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #3 – Job Sharing

Between

COMMUNITY LIVING – SOUTH MUSKOKA

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

This letter will confirm the following agreement reached during negotiations:

In consideration of the request of a full-time staff and the interest of the parties to consider a form of employment commonly called "Job Sharing" it is agreed by the parties that the following Understanding be implemented. This action is without prejudice or precedent to any other job-sharing proposals that may subsequently be considered.

Employees wishing to request consideration of a job share arrangement must submit this request in writing to the Chief Executive Officer. The Chief Executive Officer shall have the exclusive prerogative to grant or deny the request.

1.00 **JOB STATUS**

1.01 Job Sharing is the voluntary sharing of a permanent full-time position in a structured manner by two (2) persons, one of whom is the permanent incumbent of the position.

1.1.1 Only a full time permanent incumbent can initiate a request to establish a job share arrangement. i.e. one full time employee requesting a job share arrangement, two interested full time employees request to share one full time position.

1.02 The two (2) employees sharing one full-time position shall not receive any benefits that would be superior individually or cumulatively to that which a non-sharing full-time employee would individually receive.

1.03 The two (2) employees who fill the job share position shall be defined as part time employees notwithstanding the recognition provisions of the full time Collective Agreement. This paragraph shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement and unless modified by this Understanding, all terms and conditions of the Collective Agreement shall continue to apply.

1.04 When two full time permanent employees enter into a job share arrangement defined as permanent at the outset, they shall relinquish all rights to their former full-time position.

1.05 Employees who enter into a job share arrangement defined as temporary at the outset would retain their right to return to the position and job status they held prior to the job share arrangement.

1.5.1 Employees shall be expected to work a minimum of three (3) months in the temporary job share arrangement.

1.5.2 Temporary job share arrangements shall be for a maximum period of one (1) year with a possibility of renewal.

2.00 HOURS OF WORK

2.01 A schedule to meet the needs of the individuals receiving support shall be set by the Director.

2.02 It is expected that in the scheduled absence of one of the job sharers, the other job sharer shall make every effort to work full time, if requested. This would apply in the case of scheduled absences such as vacations, pregnancy/parental leaves.

2.03 It is expected that both job sharers shall cover each other's incidental illnesses.

3.00 SALARY

3.01 Each employee shall be paid at the straight time hourly rate for which their position and their length of service would entitle them on the salary grid.

3.02 Each job sharer shall continue to progress through the salary grid on a pro-rata basis.

4.00 SENIORITY

4.01 The seniority of each job sharer shall continue to accrue on a pro-rata basis to that of a full-time employee.

5.00 BENEFITS

5.01 If the employee was currently enrolled in the group benefit plan for Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity and Long-Term Disability, subject to the terms and conditions of the insurance carrier, these benefits shall continue to be available to the employee while in the job share arrangement based on the normal earnings for their share of the job share position.

5.02 If the employee was currently in receipt of Extended Health and Dental benefits, subject to the terms and conditions of the insurance carrier, these benefits shall continue to be available to the employee while in the job share arrangement but reimbursement for eligible claims shall be at 50% of the stipulated benefit.

5.03 All other benefits, including vacations, shall be provided at a 50% pro-rata basis.

6.00 VACANCY

6.01 A job sharer who wishes to terminate the job share arrangement shall make every effort to provide the other party with thirty (30) calendar days' notice of such termination.

6.02 If one of the job sharers permanently vacates their position, for whatever reason, the remaining job sharer may be requested to temporarily assume the full- time position.

7.00 RECRUITMENT OF A JOB SHARE PARTNER

7.01 Two full-time permanent employees may submit a written request to enter into a job share arrangement.

7.02 If one full-time permanent employee submits a written request to enter into a job share arrangement the Association will post the job share partner vacancy.

7.03 Applicants must have completed the probationary period and be suitably qualified and capable of carrying out the duties and responsibilities of the posted position.

8.00 DISPUTE RESOLUTION

8.01 Any difference that may arise from the implementation of this job-share understanding shall be discussed by the parties at an Employee Relations Committee meeting.

8.02 If no agreement can be reached between the parties, the job-share arrangement shall cease to exist and either 1.4 or 1.5 shall apply as applicable.

It is understood that this letter is attached to the Collective Agreement for the purposes of information and does not form part of the Collective Agreement.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher (2026-09-29 21:03:09 EDT)
Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey (2026-10-02 12:58:56 EDT)
Peggy Jeffrey, Lead Steward, Local 1813.01

Rachelle Lawrence (2026-09-29 12:55:37 EDT)
Rachelle Lawrence, Steward, Local 1813.01

Robyn Behm (2026-09-30 07:54:10 EDT)
Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier (2026-10-15 08:44:25 EDT)
Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby (2026-10-15 11:11:17 EDT)
Declan Ormsby, Human Resources Manager

Kent Lee (2026-10-19 13:19:17 EDT)
Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #4 – Core Competencies

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

It is understood that the Association has developed core competencies for the workplace. The introduction of a Core Competency model in the Association is designed to benefit employees by providing job enhancement opportunities and making career paths more transparent by assisting employees in fulfilling their career potential and to consider ongoing advancement. By clarifying the types and levels of core competencies for positions across the organization, the core competencies model provides the Association with an important tool for succession planning.

The purpose of core competencies is to improve the quality of supports being provided to the individuals who are supported by the Association and to develop and enhance the skills of the employees providing these supports. Core Competencies have not been implemented in order to directly influence the agency's disciplinary processes.

It is understood that this letter is attached to the Collective Agreement for the purposes of information and does not form a part of the Collective Agreement.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher
Lauren Speicher (2026-09-29 21:03:09 EDT)
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Kent Lee
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Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #5 - Caseload

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

The Employer and the Union acknowledge that the management of caseloads is a Management responsibility and that caseloads and workloads can fluctuate and shall be received on an ongoing basis with the goal of reasonable distribution of workload. The Employer agrees that at monthly team meetings a review and discussion will occur of the caseloads and workloads. It is a joint responsibility of all team members who are directly involved to participate and provide input into decision making. The Supervisor will meet with staff to discuss the needs and hours of support for new individuals, current caseload/workloads before assigning the individual to a support staff. The supervisor will also meet with staff on a regular basis to review caseloads/workloads.

Caseload/Workload complaints and/or concerns shall continue to be addressed with the employee's immediate Supervisor to give the Association the opportunity to address and rectify the employee's complaint. If an employee feels their concerns have not been addressed, they have the right to bring the concern forward to senior management and following that to follow the complaint/grievance proves if it is not resolved.

It is understood that this letter is attached to the Collective Agreement for the purposes of information and does not form a part of the Collective Agreement.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher
Lauren Speicher (2026-09-29 21:03:09 EDT)
Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey
Peggy Jeffrey (2026-10-02 17:58:56 EDT)
Peggy Jeffrey, Lead Steward, Local 1813.01

Rachelle Lawrence
Rachelle Lawrence (2026-09-29 12:55:37 EDT)
Rachelle Lawrence, Steward, Local 1813.01

Robyn Behm (2026-09-30 07:54:10 EDT)
Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (2026-10-15 08:44:25 EDT)
Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby
Declan Ormsby (2026-10-15 11:11:17 EDT)
Declan Ormsby, Human Resources Manager

Kent Lee
Kent Lee (2026-10-19 13:19:17 EDT)
Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #6

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

The parties agree in determining the interest of efficient operation and highest standard of service, the Association has the ability to assign staff to provide Community Participation Supports based out of Community Participation Programs in the Residential settings or the person's home environment.

It is understood that this letter is attached to the Collective Agreement for the purposes of information and does not form a part of the Collective Agreement.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

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Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey (2026-10-02 12:58:56 EDT)
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Robyn Behm (2026-09-30 07:54:10 EDT)
Robyn Behm, CUPE National Representative

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Krista Haiduk-Collier (2026-10-15 08:44:25 EDT)
Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby (2026-10-15 11:11:17 EDT)
Declan Ormsby, Human Resources Manager

Kent Lee (2026-10-19 13:19:17 EDT)
Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #7 – New Short Term Disability Plan

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

This letter will confirm the following agreement reached during negotiations:

It is understood that notwithstanding the introduction of a new Short-Term Disability Plan, employees in the employ of the Association at March 31, 1995, shall maintain their sick leave accumulation held at that time, unless decreased by usage.

Example: An employee has twenty (20) days of sick leave at time of ratification. The employee uses three (3) days. The employee now has seventeen (17) days. The employee becomes seriously ill. The employees uses eight (8) days of sick leave until eligible for Short Term Disability benefits. The employee now has nine (9) days of sick leave. Upon the employee's return from Short Term Disability benefits, the employee has nine (9) days of sick leave credits.

It is understood that this letter is attached to the Collective Agreement for the purposes of information and does not form a part of the Collective Agreement.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher (2026-09-29 21:03:09 EDT)

Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey (2026-10-02 17:58:56 EDT)

Peggy Jeffrey, Lead Steward, Local 1813.01

Rachelle Lawrence (2026-09-29 12:55:37 EDT)

Rachelle Lawrence, Steward, Local 1813.01

Robyn Behm (2026-09-30 07:54:10 EDT)

Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier (2026-10-15 08:44:25 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby (2026-10-15 11:11:17 EDT)

Declan Ormsby, Human Resources Manager

Kent Lee (2026-10-19 13:19:17 EDT)

Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #8 - Transportation Costs – Community Participation Support Assistant (CPSA)

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

During this round of negotiations the parties established that there is no ability to bill for travel when individuals who are purchasing service through Individual Funding are not in vehicle.

As the agency provides services to a geographically broad and predominantly rural area, travel to and from an individual's residence can be a considerable expense for a CPSA.

To mitigate this expense, upon request, the Employer will complete and provide a T2200, Declaration of Conditions of Employment, so the CPSA may claim their vehicle costs that are attached to their employment with Canada Revenue Agency. It will be the responsibility of the employee to keep records of the mileage that they have not been reimbursed for.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher (2026-09-29 21:03:09 EDT)

Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey (2026-10-02 17:54:56 EDT)

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Rachelle Lawrence (2026-09-29 12:55:37 EDT)

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Robyn Behm (2026-09-30 07:54:10 EDT)

Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier (2026-10-15 08:44:25 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby (2026-10-15 11:11:17 EDT)

Declan Ormsby, Human Resources Manager

Kent Lee (2026-10-19 13:19:17 EDT)

Kent Lee, Chief Administration Officer

LETTER OF UNDERSTANDING #9 – Central Table/Benefits Bargaining Table:

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.01

The Parties recognize the financial constraints faced by agencies due to years of funding cuts, freezes and no baseline funding adjustments. The Parties further recognize that reductions in service, closures and layoff should never be an option to realize cost-savings. Such actions and decisions are not in the best interest of the people receiving service, the community, the agency and its employees. The Parties understand that new and innovative methods to reduce costs should be investigated and promoted to avoid decisions with negative impacts. Therefore, the Parties agree to support a Central Bargaining Table.

SIGNED ELECTRONICALLY THIS **29th** DAY OF **September**, 2026

FOR THE UNION:

Lauren Speicher (2026-09-29 21:03:09 EDT)

Lauren Speicher, Vice President Local 1813.01

Peggy Jeffrey (2026-10-02 12:58:56 EDT)

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Robyn Behm (2026-09-30 07:54:10 EDT)

Robyn Behm, CUPE National Representative

FOR THE EMPLOYER:

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Krista Haiduk-Collier, Chief Executive Officer

Declan Ormsby (2026-10-15 11:11:17 EDT)

Declan Ormsby, Human Resources Manager

Kent Lee (2026-10-19 13:19:17 EDT)

Kent Lee, Chief Administration Officer

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