COLLECTIVE AGREEMENT

BETWEEN:

Sensity

(Deafblind and Sensory Support Network of Canada)
(hereinafter referred to as the Employer)

-AND-

CUPE·SCFP | *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

LOCAL 5404

(hereinafter referred to as the Union)

April 1, 2026 to March 31, 2029

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Article 1 – Preamble

1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances, and to promote the efficiency of the Employer's operations and a high quality of support for People Supported and to promote the morale, well-being and security of all Employees in the Bargaining Unit of the Union.

1.02 Where the singular is used, it may also be deemed to mean the plural within the appropriate context.

Article 2 – Definitions

2.01 The word "employee or "employees" wherever used in this Collective Agreement shall mean only those employees in the bargaining unit defined in Article 3.01 and who have passed the probationary period as defined in Article 10.01.

2.02 For the purposes of this Collective Agreement, the parties agree that an "employee" or "employees" fall within the following categories:

a) Full-time Employee: An employee who is employed for the normal full-time hours as set out in Article 14.

b) Part-time Employee: An employee who is employed for less than the normal full-time hours as set out in Article 14.

c) Probationary Employee: An Employee who has not yet completed their probationary period as required under Article 10.01 and pays Union dues.

d) Permanent Employee: An employee who has acquired seniority as set out in Article 10.01 is covered by all terms of the Collective Agreement, and pays Union dues, including both full-time and part-time employees.

e) Casual Employee: are employees who are called in on an irregular or occasional basis by the employer to replace a full-time or part-time employee who is not available to perform their regular shift at any time, and who must work a minimum of twenty (20) hours in a thirty-one (31) day period commencing from the last hour worked, no less than eight (8) of those hours must be worked between the hours of Friday at 4 p.m. to Monday at 8 a.m.

f) Temporary Employee: are employees who are hired;

i. When all efforts to recruit a member of the bargaining unit have been exhausted;

ii. Are only to replace a bargaining unit employee who is absent from work; or

iii. For a specified task and for a specified period of time not to exceed twelve (12) months, except for statutory leaves of absence in which case the period shall be the duration of any such leave, or such longer period as may be agreed to by the Employer and the Union;

It is understood nothing herein shall constitute a guarantee of a regular schedule or of a fixed number or minimum number of hours.

2.03 Person Supported and People Supported refers to the individuals and people who are receiving support from the Employer, respectively.

2.04 Overnight Asleep Shifts refers to any shift scheduled and designated as "Asleep Shifts" between the hours of 10 p.m. and 8 a.m. the following morning during which the expectation is that the Person Supported will remain asleep and the staff member will be permitted to sleep and is not expected to provide intervenor supports, subject only to awakening of the Person Supported and/or supports necessary for addressing immediate needs and/or emergency situations.

2.05 Overnight Awake Shifts refers to any shift scheduled and designated as "Overnight Awake Shift" between the hours of 10 p.m. and 8 a.m. the following morning during which the staff member will not be permitted to sleep and is expected to provide intervenor and other supports as necessary.

2.06 Region means one of the following **four (4)** geographic regions:

1. **West**
2. **Southwest**
3. **East**
4. **North**

2.07 Program shall mean:

a) **Supported Living** - the team of employees working together within a specific home, suite or apartment to support the people residing in that home, suite or apartment.

b) **Community Intervenor Services** - the team of employees working together to support a specific individual in their private home and other community settings.

2.08 Prescribed Family Member means: spouse (includes both married and unmarried couples, of the same or opposite genders), parent, step-parent, foster parent, child, step child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse, spouse of the employee's child, brother or sister of the employee, or relative of the employee who is dependent on the employee for care or assistance.

2.09 Fiscal Year shall mean the year between April 1st and the following March 31st.

2.10 Regular work week means the recurring seven (7) day period established by the Employer for scheduling purposes.

2.11 Regular Business Hours means 8:30 a.m. to 5 p.m. Monday to Friday excluding any Public Holidays as defined in the Employment Standards Act, 2000.

Article 3 – Recognition

3.01 Scope and Recognition – The Employer recognizes The Canadian Union of Public Employees and its Local 5404 as the sole and exclusive bargaining Agent for all its Employees, save and except, Office/clerical, Supervisors, Managers, students, and persons above the rank of Manager.

3.02 Work of the Bargaining Unit – Persons whose jobs are not in the Bargaining Unit shall not work in any jobs which are included in the Bargaining Unit, where doing so would result in a reduction in the regularly scheduled hours of work of Bargaining Unit employees, or the layoff of Bargaining Unit employees.

3.03 No Other Agreements – No employee shall be required or permitted to make a written or verbal agreement with the Employer's representative which may conflict with the terms of this Collective Agreement

Article 4 – Management Rights

4.01 The Union recognizes that the management, supervision and direction for the Employer and the work force are fixed exclusively with the Employer, except as specifically limited by the provisions of this Collective 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) to make and enforce and alter from time-to-time rules and regulations, policies and practices to be observed by all employees

c) to hire, assign duties, schedule, direct, classify, transfer, promote, demote, layoff, recall, terminate or discipline its employees (including suspension and discharge) provided that a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause may be the subject of a grievance under the Grievance Procedure provided for herein;

d) to determine and establish standards and procedures for the training, care, welfare, safety and comfort of all persons supported by the Employer;

e) to determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, the direction of the working forces, the· services to be provided and the methods, procedures and equipment to be used in connection therewith; to introduce, change or discontinue job duties or processes; determine employee dress codes; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work, when overtime shall be worked;

f) to determine the qualifications of employees; to establish and administer tests for the purpose of assisting the Employer to determine an employee's qualifications to fill job vacancies or new positions, to perform specific tasks or as required by government legislation, regulations or policies; determine the allocation and number of employees required, by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area;

g) to have jurisdiction over all operations, buildings and equipment;

h) to determine all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

Article 5 – No Strikes or Lockouts

5.01 The word "strike" and the word "lockout" shall be defined in accordance with the definitions set out in the Ontario Labour Relations Act.

Article 6 – Discrimination

6.01 The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code.

6.02 The Employer and the Union agree that there will be no discrimination against any employee because of an employee's membership or non-membership or support for the Union.

6.03 The Local Union President or designate shall be notified by the Employer if a complaint of discrimination is received from or about a bargaining unit employee, subject to any demand from all involved bargaining unit employees that the union not be informed.

6.04 It is agreed that the Union and the employees will not engage in Union activities at any time in the workplace or in the presence of people supported, except as

specifically permitted under this Agreement.

Article 7 – Union Representation

7.01 Dues and Membership – The parties hereto agree that all employees of the employer covered by this agreement shall pay union dues and will become Union members of the Bargaining Unit.

7.02 Deductions – Deductions shall be made in equal payments twice monthly and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of Employees from whose wages the deductions have been made. The list shall include the total gross wages paid to all Employees on the list for the period covered by the list.

7.03 Dues Receipts – The amount of union dues paid annually by each member of the Bargaining Unit, shall appear on the corresponding year's income tax (T4) slips as prepared by the Employer.

7.04 Canadian Union of Public Employees – Employees shall have the right to a CUPE National Staff Representative to attend, subject to availability of the representative, labour management meetings and grievance meetings. Discussions or actions of the employer shall not be unreasonably delayed as a result of the lack of availability of the National Staff representation.

7.05 Union Stewards:

a) The Bargaining Unit is covered by ten (10) Stewards, at least one steward shall represent each of the Regions. Should there not be a steward in the applicable Region, another Union steward, a member of the Union Executive or the CUPE National Representative will be called upon by the Union to represent the Employee(s). Availability may be by video-conferencing or other electronic means. **Notice will be provided and every effort will be made to schedule the meeting when a steward is available.**

b) Should a Union representative not be available, in emergency situations management will not be precluded from taking action in the absence of a steward but shall provide notice to the Union in writing of the action taken.

7.06 Bargaining Committee – The Employer agrees to recognize a Union Bargaining Committee of not more than three (3) employees in the bargaining unit plus the Local President, for the purpose of negotiating a renewal collective agreement. The Union will advise the Employer of the Union Nominees to the Committee.

The Employer shall grant leave of absence without loss of pay, benefits and seniority to members of the bargaining committee for days spent in direct

negotiations with the employer, up to but not including conciliation.

7.07 Employee Information. The Employer will supply the Local Union Recording Secretary with a statement showing the names, addresses, Region and personal email addresses of employees and contact numbers and probation status on the **1st** of **each** month. It is agreed and understood that this information will be kept confidential and will be managed in accordance with any applicable privacy or other legislation.

7.08 The Employer agrees that, as part of new employee onboarding, an introductory video will be provided that includes dedicated content developed by the Union. This segment will introduce the Union and outline key aspects of the Collective Agreement for new employees.

Article 8 – Grievance Procedure

8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between an employee member of the bargaining unit and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement. It is understood that employees who have not successfully passed their probationary period (as may be extended), shall not have a right to file a complaint, grievance or refer any matter to arbitration under this collective agreement, and the union shall not have the right to do so on their behalf. For the purpose of this Article and Article 9 (Arbitration), the words "working days" shall not include Saturdays, Sundays or public holidays under the Employment Standards Act, 2000. **A temporary employee can not grieve the end date of their temporary employment.**

8.02 If an employee has a complaint, they shall provide notice of the complaint in writing **using Sensity's concerns form to the Operations Manage**r responsible within seven (7) working days after the circumstances giving rise to it have originated or occurred. Accordingly, the Employer or the Union shall not be required to consider or process any complaint which arises more than seven (7) working days after the circumstances giving rise to the complaint have originated or occurred or when the employee would have reasonably become aware of the issue giving rise to the complaint. Failing settlement, it may be taken up as a grievance within five (5) working days following the **Operations Manager** decision in the following manner and sequence:

Step No. 1

The Union Steward shall submit a written grievance to the **Regional Director** responsible within five (5) working days following the **Operations Manager** representative's decision described above. The employee will be accompanied by a Union Steward. The grievance shall be signed by the employee, shall identify the nature of the grievance and the specific provisions of the Agreement which are alleged to have been violated and shall contain a statement of the facts relied

upon and indicate the relief sought. The **Regional Director** responsible shall submit their answer in writing within five (5) working days following the day on which the grievance was presented to them. If no written request for the grievance to be heard at Step 2 is received within five (5) working days from the date of the decision under Step 1 is given, the grievance shall be deemed to have been settled. Failing settlement, then;

Step No. 2

Within five (5) working days following the decision under Step 1, the employee / **Union Steward** shall submit the written grievance to the **Chief Executive Officer** or their designate. **The Chief Executive Officer or designate will meet with the grievor and a Union Steward to review the grievance within ten (10) working days of receiving the grievance at this Step. The Chief Executive Officer or designate shall have such counsel and assistance as may be desired at this meeting as may the Union request the presence of the Union staff representative or executive officer of the local Union. Failing settlement, the decision of the Chief Executive Officer or designate shall be delivered in writing within ten (10) working days from the date on which the grievance meeting was convened.**

8.03 Policy Grievance: A "policy grievance" is defined as a difference between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether the grievance is arbitrable. It is agreed that an Employer or a Union policy grievance arising directly between the Employer and the Union shall be originated under Step **2** above within seven (7) working days after the circumstances giving rise to the grievance have occurred or originated (or when a union steward would have reasonably became aware of the circumstance giving rise to a policy grievance), and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee which they should have instituted themself and that the regular grievance procedure shall not be thereby bypassed.

8.04 Discharge: If an employee, who has completed their probationary period, claims that they have been unjustly discharged, such complaint must be submitted by the Union at Step **2** of the Grievance Procedure to the Employer within five (5) working days following the date of discharge is effective, and the time limit set out with respect to the Step shall appropriately apply.

8.05 All agreements reached under the Grievance and Arbitration Procedure between the representatives of the Employer and the representatives of the Union shall be final and binding. All time limits referred to in the Grievance Procedures and the Arbitration Procedure shall be construed as mandatory. Notwithstanding the provisions of the Ontario Labour Relations Act, 1995, the parties agree that these time limits should not be extended by an arbitrator. However, the parties may mutually agree to waive or extend any of the time limits established in this

Grievance Procedure. Any such agreement shall be in writing and acknowledged by the parties.

Article 9 – Arbitration

9.01 Failing settlement under Article 8, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If a party elects to refer a grievance to arbitration, it must notify the other party within ten (10) working days from the date of the decision under Step **2**. If no written request for arbitration is received within ten (10) working days from the date of the decision under Step **2** above is given, the grievance shall be deemed to have been settled.

9.02 When either party requests that a grievance be referred to arbitration within the time limit, it must make such a request in writing, addressed to the other party, and at the same time, that party shall propose three (3) arbitrators. If none of the proposed arbitrators are acceptable to the other party, they shall propose an additional three (3) arbitrators. If an acceptable arbitrator is not agreed upon, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint a single arbitrator.

9.03 Each party will bear its own expense with respect to any arbitration proceedings. The expenses of the arbitrator will be shared equally by the parties.

9.04 No matter may be referred to arbitration which has not first been properly carried out through all proceeding steps of the Grievance Procedure.

9.05 The arbitrator shall not be authorized, nor shall the arbitrator assume authority to add to, subtract from, alter or modify any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

9.06 The decision of the arbitrator shall be final and binding on the parties.

Article 10 – Seniority

10.01 Probationary Period: An employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall their name be added to the seniority list until after such time as they have **six (6)** months actively worked with the Employer in the bargaining unit described in Article 3.01 since their most recent date of hire, **The probationary period could be extended with mutual agreement of the parties in writing.** If at any time during the probationary period the Employer, in its sole discretion, finds the probationary employee unsuitable for the employment, their employment may be terminated

by the Employer. Probationary employees will not have rights to engage the grievance and arbitration procedure outlined under this collective agreement.

This change will take affect for new Employees hired after August 1, 2026.

10.02 Seniority Defined: Seniority is defined as the length of uninterrupted service from the most recent date of hire **in the bargaining unit**.

10.03 Seniority List: the Employer shall maintain three (3) seniority lists for Full-time, Part time and Casual employees covered by the collective agreement showing date of most recent hire, as well as any adjustment to their seniority in accordance with the Collective Agreement. An up-to-date seniority list shall be sent to the Union in January, April, July, and October of each year.

10.04 Continuous Accrual During Leave: Seniority will continue to accrue during any statutory leave of absence without pay only.

10.05 Calculation of Seniority: When two or more employees commence work on the same day, their seniority shall be determined by lottery.

10.06 Loss of Seniority: An employee shall lose all seniority and the employment relationship shall be deemed terminated if they:

a) Resigns;

b) Is discharged for just cause and is not reinstated;

c) Is laid off in excess of twelve (12) months or length of their seniority, whichever is less;

d) Is absent for three (3) or more consecutive days, without advance notice to **Operations Manager** or their designate and providing an explanation satisfactory to the Employer, unless providing advance notice was not possible;

e) Fails to report to work within five (5) working days upon being notified of their recall by Registered Mail (which notification shall be deemed to be received on the seventh (7th) calendar day following the date of mailing), sent to their most recent address on file with the Employer, or fails to report for work on the date and at the time specified in the notice, if applicable, unless failure to do so is due to illness which must be proven to the Employer's satisfaction;

f) Fails to report for work at the end of an authorized leave of absence unless providing notice was not possible;

g) Utilizes an authorized leave of absence for a purpose other than that for which it was granted;

h) Is absent due to illness or disability for the lesser of twenty-four (24) months or a period equivalent to the employee's length of service from last date of

hire at the time the absence commenced; **subject to compliance with applicable employment standards legislation and human rights laws, including the duty to accommodate to the point of undue hardship.**

i) The employee retires;

j) If an employee fails to return to work within ten (10) days after the Employer has been notified by a doctor or the Workplace Safety & Insurance Board (WSIB) that the employee is able to return to their job or to suitable alternative employment, which the Employer makes available;

k) A casual employee has not worked a minimum of twenty (20) hours, or the employee has not worked a minimum of eight (8) hours between the hours of 4 p.m. on Friday to Monday at 8 a.m., in the thirty-one (31) calendar day period commencing from the last shift worked, provided they have been offered the required shifts.

10.07 It is the responsibility of each employee to keep the Employer informed of their current address. If an employee fails to do this, the Employer shall not be responsible for the failure of any such notice under this Agreement to reach such employee and the Employer shall be entitled to proceed as if such notice had been received by the employee.

Article 11 – Job Posting

11.01 When a permanent vacancy occurs within the Bargaining Unit, and for "temporary vacancies" as defined in Article 11, the Employer shall post the position on the employer website for seven (7) calendar days. **Employees must apply to any position of interest through the Employer's website.** Internal applications submitted during the posting period will be considered prior to those of external applicants. This Article 11 shall not apply so as to restrict or fetter the Employer's right to affect a transfer as described in Article 12 (Transfers).

11.02 Definitions: For clarity, a "permanent vacancy" shall include the following scenarios:

a) Where a new bargaining unit position is created due to a new program or classification being established by the Employer;

b) Where an existing staff permanently vacates their position and the vacancy is not filled in accordance with Article 11.08.

11.03 The employer shall notify internal candidate(s) that meet the qualifications identified in the job posting of their selection for an interview. Interviews of internal candidates shall take place and a final selection of the successful candidate shall be made by the employer taking into account the following factors: the needs and Profile of People Supported in the program, the preferences of the People Supported in the program, the communications skills, experience,

qualifications, training and education, ability, attitude, and performance of the candidates. Where the foregoing factors are equal, the employee with the greatest number of years of service from most recent date of hire shall be determinative. Notwithstanding the foregoing, in the event that a person supported, or their family member expresses a disinclination to be supported by a candidate, that candidate shall not be appointed to the position. If the employee is denied the position because of a disinclination by the person supported or a family member, the employer will provide proof of this claim to support this decision.

11.04 The Employer agrees to notify the Local President of all transfers, temporary or full-time, within ten (10) days of the occurrence.

11.05 The foregoing procedure shall apply to two (2) subsequent vacancies created by an employee who successfully bids on a vacant position, but not to any subsequent vacancy created by an existing employee posting into that vacancy.

11.06 If an employee successfully bids for a job hereunder, the employee will not be entitled to apply for any further vacancy or new position for a period of twelve (12) months from the date of this selection for a job under Article 11. **This provision shall not apply to any employee who have been transferred by the Employer.**

11.07 The Employer shall not consider applicants from outside the bargaining unit unless there are no qualified internal applicants.

No employee shall be required to resign from their employment to apply to a vacancy within the organization, and if they are the successful applicant they shall receive the rate of pay for that position based on the grid for that position and their length of service (from most recent date of hire) and all entitlements to benefits, vacation, paid time off and other terms and conditions of employment will be based on the new position.

11.08 In Program Vacancy: in the event that an employee vacates their position **in** a program then:

a) All employees in the same classification currently holding a permanent position at that program, shall have the opportunity to give up their current position at that program in favour of the vacated position; **The opportunity will first be offered to full time, then part time in order of seniority, before being posted for the rest of the bargaining unit;**

b) The opportunity to do so is contingent on the employee possessing the skills and ability to meet the needs of the position and these qualifications shall be specific to this clause 11.08 only.

c) Employees shall be notified of this opportunity in order of seniority and shall

have forty-eight (48) hours to consider and notify Human Resources or designate of their wish to accept the opportunity, failing which the next most senior employee shall be notified of the opportunity.

d) Vacancies required to be posted under this Article 11 shall be posted to the Employer's website.

11.09 When an employee posts into a bargaining unit position from a non-union position with the Employer, their seniority will start on their start date in the bargaining unit as per article 10.02. They will start at the start rate of pay in Schedule A, vacation will be based on their unbroken years of service with the Employer and their paid time off and other terms and conditions of employment will be based on the new position.

11.10 Posting: The posting shall contain:

a) The job title and job description.

b) The region and program of the position.

c) Current schedule.

d) The qualifications required to perform the job.

e) The pay range.

Notwithstanding the foregoing, nothing herein will provide a guarantee that hours will not change from time to time in accordance with this Agreement.

11.11 The Parties agree that a permanent member of the bargaining unit, as defined at article 2.02(d) ("Permanent Member"), may choose to apply to a non-bargaining unit position with the Employer and work in such non-bargaining unit position for a temporary period of time, provided that their application for such position is successful. The Parties agree that a maximum of seven (7) Permanent Members may be permitted to work in non-bargaining unit positions at any given time, unless the Parties agree otherwise. A Permanent Member who is transferred to a position outside of the bargaining unit for a period of not more than eighteen (18) months shall not suffer any loss of seniority.

The Parties agree that when a Permanent Member is the successful applicant to a temporary, non-bargaining unit assignment, such Permanent Member shall retain, but not accumulate, their seniority held at the time of the transfer for a maximum period of eighteen (18) months while in the non-bargaining unit, temporary assignment.

In the event that the Permanent Member is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation of seniority as outlined in article 10.02 from the date of their return to the bargaining unit.

The Employer will provide the union with notice prior to the commencement of a transfer mentioned above, which shall include: (a) the name of the Permanent Member who is temporarily transferring to a position outside of the bargaining unit; (b) the date the temporary assignment outside of the bargaining unit commenced; (c) the position that the Permanent Member is temporarily transferring to; and (d) the duration of the temporary assignment.

The Permanent Member who is transferred outside of the bargaining unit will continue to pay union dues to the bargaining unit for the duration of the non-bargaining unit assignment in order to hold their bargaining unit position, which will be backfilled for the duration of the temporary assignment.

At the end of the non-bargaining unit assignment, the Permanent Member will return to their former position within the bargaining unit (within the same Program, as defined at article 2.07), provided that such position still exists.

In the event that the Permanent Member is returned to a position in the bargaining unit within a period of not more than eighteen (18) months from the commencement of a transfer, the Permanent Member's seniority will accrue from the date of their return to the bargaining unit. In the event that a Permanent Member is transferred to a position outside of the bargaining unit for a period in excess of eighteen (18) months, they will lose all seniority held at the time of transfer.

A Permanent Member must remain in the bargaining unit for a period of at least six (6) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

Article 12 – Transfers

12.01 The Parties agree that the Employer has the right to transfer employees within programs or locations, within a region, which right shall not be exercised in an arbitrary, bad faith or discriminatory manner. **The new location must be within sixty (60) km of the previous location.** The Union agrees that a grievance may only be filed with respect to a transfer where it is alleged that the Employer has exercised its right to transfer in a manner that is arbitrary, bad faith, or discriminatory.

12.02 Where the Employer intends to transfer an employee from one program to another, the Employer will provide the affected employees with no less than two weeks' advance notice of the transfer, provided that two weeks' notice will not be required for temporary transfers that are implemented to address immediate and

pressing needs.

12.03 The Employer agrees that "transfers" covered by this Article shall include situations where one (1) or more employees are moved between programs due to one or more of the following reasons:

a) Discipline

b) Harassment, workplace conflict/toxicity and/or workplace safety

c) Where the bond between the employee and the person or people being supported becomes unhealthy

d) Change in the People Supported in the program or the needs of the People Supported in the program

e) Accommodation of Employee(s)

f) Requests by the person supported and/or their family members No transfer will occur without prior communication to the Union.

12.04 Without restricting the foregoing, the employer will consider the following factors in implementing a permanent transfer:

a) Minimizing the disruption to the services provided to all People Supported by the Employer;

b) The needs and Profile of People Supported;

c) The preferences of the People Supported in each program (taking into account verbal and non-verbal cues);

d) Communications skills, experience, qualifications, training and education, ability, attitude, and performance of the employees.

Article 13 – Layoffs and Recalls

13.01 Layoffs. In cases of lay-off expected to exceed a period of twelve (12) weeks, the following provisions shall apply. It is the responsibility of employees to ensure that the Employer has a current address and telephone number at all times. If an employee should fail to do so, the Employer will not be responsible for the failure of any communication to reach the employee.

13.02 In the event that a reduction of the work-force is required, the Employer agrees to lay off employees in the affected Program in the reverse order of seniority on the applicable seniority list, provided that in the opinion of the Employer (which opinion shall not be unreasonable), those employees who remain at work have the skills, qualifications, experience, training, ability to relate to the person supported, necessary to do the work available. An employee who is subject to layoff in accordance with the above shall have the right to the following alternative

employment options available on the basis of seniority:

a) displace the least senior employee in their Region and Classification on their seniority list who has less seniority than their and who holds a position for which they have the skills, qualifications, experience, training and ability to relate to the consumer(s) in question necessary to perform the duties of said position;

b) displace the least senior employee in their Region in a lower Classification who holds a position for which they have the skills, qualifications, experience, training and ability to relate to the consumer(s) in question necessary to perform the duties of said position; or

c) accept a vacant position in the employee's Region and Classification or a lower Classification for which they have the skills, qualifications, experience, training and ability to relate to the consumer(s) in question necessary to perform the duties of said position;

d) **accept the lay-off**

13.03 Provided that if none of these options are available due to the employee subject to layoff being ineligible for any alternative position, or there being no such alternative position, available through the seniority system then the employee will be placed on the recall list consistent with Article 13.03. In the **Community Intervenor Services**, the foregoing terms are subject to the right of a family or person supported to approve the persons working in their home.

13.04 Recall. Employees subject to layoff shall be placed on the recall list for a maximum of twelve (12) months, during which time the laid off employee will be recalled to fill vacancies in their classification or a lower classification in any Program in their Region in order of seniority, subject to the employee to be recalled possessing the qualifications, training, experience, and abilities required to support the people supported in the Program to which they are being recalled. Employees may decline an offer of recall twice during the twelve (12) month recall period. Any other refusals of recall will result in an employee failing to accept a recall under article 10.06(e).

13.05 No New Employees. No new Employee shall be hired until those laid off have been given an opportunity of recall, unless present Employees do not possess the qualifications, training, experience, and abilities required to support the people supported in the Program in which the vacancy arises.

13.06 Grievances on Layoffs and Recalls. Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

13.07 Continuation of Benefits. The Employer agrees to pay the full premiums for all Employee Benefits Plan for Employees laid off for up to three (3) months following the date of lay off, except for Long-term and Short-term Disability which benefits

coverage will expire at the end of the statutory notice period, if any, or the last day of active service, whichever date is later.

Article 14 – Hours of Work

14.01 General. The following paragraph and section are intended to define the normal hours of work and should not be construed as a guarantee of hours of work per day or per week or days of work per week.

14.02 **Supported Living Program** – Scheduling. The Employer will develop scheduling procedure for Intervenors in the Residential Program in which preference in shifts will be awarded based on seniority within each residential program location, subject to the skills and ability of the Intervenors and the needs of the People Supported and subject to the following minimum restrictions:

i) Shifts shall be, where the majority of hours fall between the following times: Day Shifts (between the hours of 7 a.m. and 5 p.m.); Afternoon Shifts (between the hours of 4 p.m. and 11:59 p.m.) and Night Shifts (between the hours of 10 p.m. to 8 a.m.).

ii) Employees will be given two full days off during each work week, and the employer will use reasonable efforts to ensure that such days are consecutive

iii) Employees will be scheduled with 11 hours in between shifts (other than emergency situations)

iv) Schedules will be posted with six (6) weeks' notice

v) When new Program schedules or rotations are posted, employees within the Program will be able to choose their preferred line from amongst the available options in their classifications based on seniority.

vi) **In the event that the employer changes an existing rotational schedule, it will be posted with at least eight (8) weeks' notice. When a rotational change is made, any previously approved vacation will be honoured.**

14.02.1 Full Time Employees will be scheduled for:

a) Shifts of between eight (8) and twelve (12) hours in length.

b) Four (4) weekend shifts per month, on Two (2) weekends, provided where the opportunity arises for employees to work fewer weekend shifts in a given Program, without compromising minimum safe staffing levels, the employer will offer such opportunities to employees within the Program based on seniority within the Program.

c) **Up to** two (2) of the three different types of shift (Day, Afternoon and Overnight Awake Shifts) **in the same week,** over the Four (4) to six (6) week

schedule by Program.

d) Notwithstanding 14.02 ii, FT staff who work the weekend (Saturday and Sunday) will be scheduled the Friday before or the Monday after the weekend as one of their days off.

e) Full-time employees shall be regularly scheduled for a minimum of thirty-six (36) hours per week, on average over a 4-week rotational schedule. Where requested by a full-time employee, the Employer will endeavour to provide said employee with a minimum of an average of 40 hours per week in a rotational schedule and the impacted employee may agree to shifts of less than eight (8) hours to make that possible.

14.02.2 Part-time Employees must be scheduled for:

a) Shifts of between four (4) and twelve (12) hours

b) 6 weekend shifts on six different calendar days per month with (1) full weekend off per month, however, if there is an opportunity to work less weekend shifts with in a Program and still maintain hours, such opportunities will be provided based on seniority to employees within the Program scheduled to work on the weekend in question.

c) Part time employees shall not be regularly scheduled for more than 24 hours per week on average over a two-week period, unless all Full-time employees in their Program are regularly scheduled for forty (40) hours per week or the Full-time employees in that program are in agreement with being regularly scheduled less than forty (40) hours.

14.03 **Community Intervenor Services** – Scheduling. The Employer will establish schedules for Intervenors within **Community Intervenor Services** based on the needs of people supported and their Families.

14.04 Vacant Shifts

a) The employer will maintain a call-in list based on seniority in all **categories** to ensure employees can be contacted efficiently for shift coverage.

b) When a shift becomes vacant due to a call in, employees will be notified of the shift and the shift will be awarded first to causal employees, next to part-time employees and finally to fulltime employees based on seniority from amongst the employees responding to the notice within the time period established, and thereafter based on the first employee to respond. Shifts will be assigned first to employees who will not go into overtime based on their current schedule if they pick up the shift, and only if no staff in any **category** could accept the shift without going into overtime based on their current schedule will the shift be offered to employees who will go into overtime as a result.

c) When a shift becomes vacant after the schedule has been posted other than as a result of a call-in, priority will be given to employees in the affected Program in the following order: Full-time employees who are not already scheduled for forty (40) hours per week on average over the pay period, then part-time employees first, then casuals and lastly all other full-time employees within the Program, followed by employees from other Programs in the same order. Shifts will be assigned first to employees who will not go into overtime based on their current schedule if they pick up the shift, and only if no staff in any **category** could accept the shift without going into overtime based on their current schedule will the shift be offered to employees who will go into overtime as a result.

14.05 Break periods - When there is adequate coverage on Day and Afternoon shifts within their Program, employees may leave their Program but stay on the premises for Two (2) fifteen- minute break periods during an Eight (8) hour shift or Three (3) Fifteen (15) minute break periods during a Twelve (12) hour shift. Breaks are not bankable.

14.06 Overnight Sleep Shifts

a) Overnight sleep shifts will be scheduled between the hours of 10 pm and 8 am

b) Overnight sleep shifts will be paid the current minimum wage.

c) If woken up during the night to provide intervenor services, employees will be paid their regular hourly rate of pay during such time as the employee is required to provide active support and such supports must be documented for verification by the Employer.

14.07 Travel Time. Where an employee travels on Employer business related to the performance of their regular duties outside their regular working hours, such time, excluding the time the employee would normally spend commuting to or from work, will be considered time worked and, where applicable, will be compensated at their regular straight-time hourly rate. Such travel time shall be pre-arranged between the employee and their manager, except in cases of emergency.

14.08 Shift Cancellation. A cancellation shall only occur where an employee's regular shift is cancelled, and the employee is not redeployed (meaning assigned to another program or assignment in their region for which the employee has been trained to perform the assigned work). In the event of a cancellation, an employee shall be entitled to be paid a minimum of three (3) hours' cancellation pay at their regular rate for any cancelled shift, only if a minimum of forty-eight (48) hours' notice is not provided to the employee of the cancellation.

14.09 Special Services

Upon request from an individual and/or their family, the employer may offer to employees the option to voluntarily accompany an individual on an

overnight activity, to allow the individual to participate in an event which is of a special nature. The employee will be provided the terms of the contract, which will include:

- **The number of hours being worked by the Intervenor (A schedule outline)**
- **The total compensation the Intervenor will be paid;**
- **Transportation arrangements;**
- **Emergency Contact Information;**
- **Time off before and/or after the contract based on total number of days of the contract**

14.10 Weekend Shift Premiums:

a. For the purposes of the shift premiums, weekend shifts shall be considered shifts the majority of hours of which arise between 10 p.m. Friday and the following Monday at 6 a.m.

b. Shift premium of $1.00 per hour shall apply to hours actually worked for weekend shifts.

Article 15 – Overtime

15.01 Overtime will apply in the following circumstances:

a) All time worked over 44 hours in the regular work week (Sunday to Saturday) shall constitute overtime hours.

b) Overtime work shall require prior approval of the Employee's supervisor.

c) Where an employee does not show up for work for their scheduled shift on time or at all (referred to as an "Absent Employee") and, despite reasonable efforts to replace them, their absence would result in the shift coverage falling below minimum staffing levels, then the least senior employee on the immediately preceding shift in the affected Program shall be required to remain on duty in place of the Absent Employee, unless a more senior on duty employee in the Program opts to remain on duty in place of the Absent Employee. The employee remaining on duty in place of the Absent Employee shall be paid in accordance with the following until such time as alternative coverage can be arranged. The requirement to remain on duty shall apply only where the Absent Employee fails to provide at least twelve (12) hours advance notice of their absence and only where the employer has undertaken good faith efforts to replace the Absent Employee. An employee required to remain on duty shall receive the following:

a) Premium pay at 1.5x regular rate for the first 2 hours of mandatory overtime.

b) After 2 hours of mandatory overtime:

i. Premium pay at 2x regular rate for hours beyond the first 2 hours.

ii. A meal ordered in (skip the dishes etc.) according to meal expense policy.

iii. Taxi service if the employee **has worked 14 hours or more may be requested by the employee**.

c) If an employee is required to remain on duty and works 16 or more consecutive hours, and would otherwise be required to return to work for their next scheduled shift within 12 hours of the end of that shift, the employer will provide the employee with their next scheduled shift off with pay at their regular rate.

d) Employees required to remain on duty due to an Absent Employee (as identified in 15.01(c)) may work up to 30 minutes of overtime without first notifying their supervisor or on-call. Any overtime in excess of thirty (30) minutes must be reported and approved in advance.

15.02 Overtime:

c) Overtime Rate. Overtime hours shall be compensated at the rate of time and one half (1.5x) the employee's regular rate of pay.

d) No Pyramiding: There shall be no pyramiding or duplication of overtime payments or calculations with any other premiums that may apply, including but not limited to premium pay that applies on Public Holidays and overtime pay that applies under Article 15.01(c).

e) Overtime Payments: Overtime shall be compensated via overtime pay, which shall be paid out at the end of the pay period with the employee's regular pay.

15.03 Meal Allowance. The Employer will provide a meal allowance when accompanying a person supported in the community for a meal at a restaurant (regardless of whether the person supported consumes a meal or not) as part of a planned and approved activity and where the employee is not permitted to consume a packed lunch.

In the event an Employee is required to stay out of town overnight for work-related appointments, events, meetings or conferences required by the Employer, the Employee will be reimbursed (upon submission of appropriate receipts) up to **fifteen dollars ($15.00)** for breakfast, up to **twenty dollars ($20.00)** for lunch and up to **thirty dollars ($30.00)** for dinner. Expenses for alcohol will not be reimbursed. Gratuities are not included in this amount and are the responsibility

of the employee. Reimbursement will not be provided for any meal that is available to the employee as part of the hotel reservation (i.e., breakfast in the morning) or conference (lunch/dinners).

15.04 No Reduction in Regular Working Hours. No Employee shall have their regular hours reduced unilaterally or arbitrarily in any week merely for the reason that they have worked overtime, provided that an employee's regularly scheduled hours may be unilaterally reduced to prevent the employee from working in excess of 48 hours in a week.

Article 16 – Holidays

16.01 Public Holidays. The Employer agrees to recognize the following days as public holidays.

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

16.02 Religious Accommodations. The Employer will meet its obligations under the Human Rights Code with respect to all religious holidays.

16.03 Public Holiday Pay. Public holiday pay for all Public Holidays recognized in Article 16.01 shall be calculated based on the formula prescribed by the Employment Standards Act, 2000 as may be amended or replaced from time to time.

16.04 Pay for Work on a Public Holiday. All employees working on a Public Holiday will be paid at the rate of one and one-half (1.5) times their regular rate of pay for the time worked on the Public Holiday, plus Public Holiday Pay.

16.05 Compensation for Public Holidays Falling on Scheduled Day Off. When any Public Holiday falls on an employee's regularly scheduled day off and the Employee does not work on the Public Holiday, the Employee shall receive Public Holiday Pay for that day.

16.06 Public Holidays

a) Full-time employees will be required to work up to a maximum of five (5) Public holidays each fiscal year. Part-time employees will be required to work a minimum of five (5) public holidays each fiscal year (if available in their Program). **Casual employees will be required to work a minimum of two (2) public holidays each year, one of which must be either December 25th or January 1st each fiscal year, in their home program**

first before being reassigned to other programs. Shifts will be assigned for Part-time and Full- time employees based on seniority.

Employees hired after the schedule is posted and who have completed the required training to work independently with individuals supported will be scheduled into shifts that Full time and Part time employees may request to have off, based on their seniority and/or were denied in the first round of scheduling.

b) Shifts on Public holidays will be awarded first to Full-time employees, second to Part-time employees and lastly to Casual employees, based on seniority. For further clarity, available shifts will be offered in each program two months in advance of each Public Holiday and employees have a period of two (2) week to submit their preference of shifts. Where the employee has bid to retain their normal rotational schedule that falls on a public holiday, they will be given first priority for the shift. The final schedule will be posted four weeks in advance of scheduled shifts.

16.07 **All employees, will be asked to submit their shift preferences for December 24 ("Christmas Eve") when they submit their preferences for December 25th and December 26th as per 16.06. Employees may be required to work on either December 24 or December 25; however, no employee shall be required to work both days in the same fiscal year unless they agree when submitting their shift preferences or otherwise.**

All employees, will also be asked to submit their shift preferences for December 31 ("New Year's Eve") when they submit their preferences for January 1st as per 16.06. Employees may be required to work on either December 31 or January 1; however, no employee shall be required to work both days in the same fiscal year unless they agree when submitting their shift preferences or otherwise.

Where operational requirements prevent granting all requests for both days off (December 24 and 25, or December 31 and January 1), such requests shall be approved in order of seniority.

Article 17 – Vacations

17.01 Vacation Year. The vacation year shall be the fiscal year. Employees working only part of a vacation year shall accrue vacation on a pro-rated basis. Vacation may be taken in the year that it is earned.

17.02 Regular Vacation. Vacation scheduling shall be arranged by making a request through **the company's HRIS** (or such alternative technology as may be applicable from time to time). Such requests must be received not less than thirty (30) days prior to October 1st and April 1st for the following six (6) months. The

Employer will endeavor to accommodate vacation requests submitted by these dates subject to Article 17.03, provided that when there are competing requests for vacation within a program, seniority will be the deciding factor. Thereafter, late requests for vacation will be on a first come first serve basis. Employees will be notified of the decision on vacation request no later than twenty (20) business days after the date the request for vacation days is submitted. Employees' approved vacation days will be reflected on the schedule.

17.03 Prime time Vacation. For vacation requests during the summer holiday period applicable to elementary schools in Ontario (scheduled the last week of June until the first day after Labour Day) (the "Summer Period") requests must be submitted as per this Article 17.03. Employees shall not be entitled to more than two (2) weeks' vacation during this period. Whole week blocks (including Public Holidays) will be approved first over periods of less than a week, with seniority being the deciding factor in the event of conflicting requests within a program. Any Requests for Prime-time vacation must be submitted by April 1st and employees will be notified of decision by May 1st of the same fiscal year. **Once employees are notified of first requested decisions, employees may request up to one additional week off.**

17.04 Exceptional Circumstances: Advance Scheduling. In extraordinary circumstances, at the absolute discretion of the Employer, an Employee may request vacation a year in advance of the commencement of the proposed vacation date, but this provision may be accessed by any specific employee no more than once every five (5) years.

17.05 Vacation Accrual for Full-Time Employees: A full-time employee shall earn vacation leave credits with pay for each calendar month during which they work for at least eighty (80) hours at the following rate:

Employees who work 40 hours per week:

- **From the date of hiring to the end of the fourth (4th) year, 6.67 hours per month, for an equivalent of eighty (80) hours annually.**
- **From the commencement of the fifth (5th) year to the end of the ninth (9th) year, 10 hours per month, for an equivalent of one hundred and twenty (120) hours annually.**
- **From the commencement of the tenth (10th) year to the end of the fourteenth (14th) year, 13.33 hours per month, for an equivalent of one hundred and sixty (160) hours annually.**
- **From the commencement of the fifteenth (15th) year onward, 16.66 hours per month, for an equivalent of two hundred (200) hours annually.**

Employees who work 36 hours per week

- **From the date of hiring to the end of the fourth (4th) year, 6 hours per month, for an equivalent of seventy-two (72) hours annually.**
- **From the commencement of the fifth (5th) year to the end of the ninth (9th) year, 9 hours per month, for an equivalent of one hundred and one hundred and eight (108) hours annually.**
- **From the commencement of the tenth (10th) year to the end of the fourteenth (14th) year, 12 hours per month, for an equivalent of one hundred and forty-four (144) hours annually.**
- **From the commencement of the fifteenth (15th) year onward, 15 hours per month, for an equivalent of one hundred and eighty (180) hours annually**

1. **Vacation Advances: An employee is entitled to vacation leave with pay to the extent of their earned credits, but a worker who has completed six (6) months of continuous employment may receive an advance of credits equivalent to their anticipated credits for the current vacation year in which credits are being advanced.**

17.06 **<u>Vacation Accrual For Part Time Employees:</u> Part Time employees shall earn vacation time and vacation pay as per the Employment Standards Act of Ontario, based on the tables below. Vacation pay shall be paid out only to the extent accrued:**

Part-Time Employees		
Period of Service	**Vacation Time**	**Vacation Pay**
Less than 5 years	**Two (2) Weeks Per Year**	**4% of wages**
At least 5 years but less than 10 years	**Three (3) Weeks Per Year**	**6% of wages**
At least 10 years but less than 15 years	**Four (4) Weeks Per Year**	**8% of wages**
More Than 15 years	**Five (5) Weeks Per Year**	**10% of wages**

17.07 **<u>Vacation Accrual For Casual Employees:</u> Casual employees shall earn vacation pay as per the Employment Standards Act of Ontario, based on the below schedule and vacation pay shall be paid out on every pay period.**

Casual Employees

Period of Service	Vacation Time	Vacation Pay
Less than 5 years	Two (2) Weeks Per Year	4% of wages
5 or more years	Three (3) Weeks Per Year	6% of wages

17.08 Vacation Scheduling.

a) All vacation scheduling shall be subject to the support needs of people and families receiving service and the operational requirements of the employer within each program. Employees request for vacation will not be unreasonably denied.

b) Once approved, the employee shall not be denied the approved vacation for any reason, unless the employee willingly cancels their approved vacation. Voluntary cancellation of a vacation by an employee will not entitle an employee to be placed back on their regular scheduled rotation where the schedule has already been posted. The Employee will however be entitled to pick up any open shifts in the schedule and/or to be placed on the call-in list for the period of their cancelled vacation.

c) The parties recognize that not all vacation requests can be accommodated and therefore employees should be aware that any commitments made prior to having their vacation period approved will be at their own risk.

d) Where a Statutory holiday falls while an employee is on vacation, employees will be treated and paid as the statutory holiday in question and the day will not be deducted from the employee's vacation entitlement.

17.09 Payment on Termination / Resignation. **In the event of termination of employment, the Employer shall recover from any monies owed to the employee an amount equivalent to unearned vacation leave taken by the employee, as calculated on the date of the termination of their employment.**

17.10 Approved Leave of Absence During Vacation. Where an employee qualifies for bereavement leave or personal leave due to hospitalization of the employee or a Prescribed Family Member during their period of vacation, there shall be no deduction from vacation credits for the period of bereavement leave or personal leave absence. The period of vacation so displaced shall either be reinstated for use at a later date.

17.11 **Year-End Reconciliation: When an employee takes vacation time, an amount equal to the employee's regular wages will be paid as vacation pay on their usual pay date. The Employer will conduct a reconciliation at the end of each vacation year to ensure that each employee has been paid an amount of vacation pay at least equal to their minimum vacation pay entitlement under the *Employment Standards Act, 2000*, taking into account**

the employee's full eligible wages earned during that vacation year. If an employee's statutory entitlement exceeds the amount of vacation pay that has been paid to the employee, the outstanding vacation pay amount owed will be paid to the employee in a lump sum form and in accordance with the Employer's standard payroll practices.

17.12 Accrual of Vacation During Leaves. Employees on a statutory leave of absence under the ESA shall continue to accrue vacation time during their leave, however, vacation pay shall not accrue during periods of unpaid leave. An employee shall use unpaid vacation time accrued during their leave at the end of their leave or any portion of such unpaid vacation time which exceeds the ESA minimum vacation time entitlement shall be considered to have been forfeited by the employee.

17.13 Recovery of Unearned Vacation Pay. It is understood that if an employee received more vacation pay than they accrue in a vacation year then at the end of the vacation year, the value of any paid but unearned vacation pay shall be deducted from the employee's last pay for the fiscal year. The employer will inform the employees on bi-annual basis of their vacation pay accrual and usage to date and the expectation that the employee will be required to reimburse the employer these funds from the employee's final pay in the fiscal year.

17.14 Employees shall be allowed to conduct 12 shift exchanges per year subject to the approval of the Employer. Only 4 of the 12 shift exchanges may be a shift given away.

Article 18 – Personal Leave

18.01 Permitted Purpose. Personal leave is for the sole and only purpose of protecting the employee against loss of regular income when they **are** absent from work. **Employees will advise when they call in to the Employer that they are taking a Wellness Day. Wellness Days are not to be used to extend vacation time.**

18.02 Accrual. Full-time employees will accrue personal time based on **72** hours per fiscal year, pro-rated for any partial year actually and actively worked.

Part-time employees will accrue personal time based on **48** hours per fiscal year, pro-rated for any partial year actually and actively worked.

Wellness hours must be used in full shift increments, however long that shift may be.

18.03 Expiry: Personal leave credits will expire at the end of each fiscal year or on termination of employment, retirement or on death and shall have no cash out value, except that where an employee refrains from using available personal leave credits in any fiscal year, the employee will be eligible to have personal

leave credits accrued but unused be cashed out at a rate of 75% (seventy-five per cent) of their value to be paid within thirty (30) days following the end of the fiscal year. Notwithstanding the foregoing, an employee who commences a statutory leave of absence, disability or WSIB leave during a personal leave year shall retain any accrued personal leave credits accrued prior to the commencement of the leave and such credits shall be available to the Employee if and when the Employee returns to work.

18.04 Medical Evidence. An Employee may be required to present a medical certificate, other medical documentation, or other evidence where:

a) An employee is absent for three consecutive scheduled shifts.

b) The employee has demonstrated a pattern of absence

c) The employee is absent the day before or after a vacation day, public holiday or long weekend

d) An employee's fitness to work is in question;

e) An employee has requested accommodation for disability related grounds;

f) When requesting a conversion of vacation to **wellness days**

18.05 Cost of Medical Certificate. The Employer will pay for medical certificates requested pursuant to article 18.05(d) and 18.05(e) within 14 days of submission to human resources by the employee.

18.06 Conflict with Other Benefits. Employees shall not be entitled to personal leave for sickness or accident compensable by some form of disability payment, such as Workplace Safety and Insurance Board.

18.07 Independent Medical Examination. The Employer may require that an employee attend an Independent Medical Examination (IME) as part of the return to work or accommodation process. Where the Employer so requires, the Employer will bear the cost of any such IME.

Article 19 – Leaves of Absence

19.01 Statutory Leaves. The Employer will provide all statutory leaves of absence as prescribed by the *Employment Standards Act, 2000* (ESA) provided it is understood that the Personal Leave granted herein counts against any entitlement's employees may have to Sick Leave or Family Responsibility Leave under the ESA.

19.02 When an employee returns from a statutory leave of absence as prescribed by the Employment Standards Act, 2000 (ESA) they will return to their former program and location, provided that it still exists. These vacancies

should be filled on a temporary basis for the duration of the statutory leave.

19.03 Permanent employees may request up to four (4) weeks of unprotected unpaid time off once every three years for personal reasons. The Employee must request the leave at least two (2) months in advance. The Employee will be able to return to their position, provided that it still exists, and location at the end of their unprotected unpaid leave.

19.04 Leave of Absence for Union Functions. The Employer shall grant leaves of absence without pay for up to eight (8) employees to attend Union conventions, seminars, **or to attend to other Union business** provided that:

a) Such leave does not unduly interfere with the operational requirements of the Employer;

b) The total leave granted to all employees combined hereunder shall not exceed a maximum of **one hundred (100)** days

c) No more than five (5) consecutive working days may be taken by an employee in each year;

d) Not more than one (1) employee from any Program may receive leave hereunder at any one time;

e) The Union **will** give thirty (30) calendar days' notice in writing of such leave to the Employer.

f) **The Employer will respond to the request within ten (10) business days.**

g) **Requests will not be unreasonably denied.**

19.05 Bereavement Leave.

a) A full-time and part-time employee will be granted up to three (3) days per death free from work without loss of pay following the death of a Prescribed Family Member.

If requested, employees may elect to set aside up to two (2) days of entitlement for a memorial and/or burial service to be held at a later date.

b) In situations where the three (3) days is insufficient time off due to commuting distance of their program, and where the attendance of the employee can be verified at the request of the Employer, the Employer shall allow reasonable time off without pay and without loss of benefits or seniority accumulation to attend to such matters.

c) A full-time and part-time employee will be granted one (1) day per death free from work without loss of pay for a death of an Aunt, Uncle, niece or nephew of the employee or employee's spouse or a sibling of the employee's spouse, to a maximum of three (3) days per year, subject to proof of the

death and relationship to the deceased in the event of concerns related to abuse of this benefit.

Article 20 – Payment of Wages/Premiums Mileage

20.01 Pay Days. The Employer shall normally pay wages bi-weekly on Fridays in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

20.02 Automobile Related Expenses. In the event an employee uses their automobile on behalf of the employer to transport a person supported or otherwise attend locations at a distance during their regular hours of work then, effective the first of the month following the date of ratification of this Collective Agreement, the Employer shall pay the employee mileage at the rate of **$0.60** per kilometer. This shall not apply to the employees' commute to or from work at the beginning or end of their scheduled shift.

For an employee who uses their automobile on behalf of the Employer to transport a person supported, such employee shall purchase insurance with a minimum of two (2) million dollars of liability insurance plus a 6A Rider / Commercial Rider if required by their insurer.

Any damage to personal vehicles by people supported will be compensated by Sensity for the cost of the repair to the damaged vehicle, only if the employee can demonstrate that they took all reasonable precautions to prevent such damage, the employee provides proof of damage acceptable to the employer and the employee presents evidence that the employee has obtained quotes from three established mechanics and selects the least expensive of the three for the repair.

20.03 Pay Cheque Error. Should a pay cheque error occur causing underpayment on an employee's pay, that error shall be corrected, and payment made within two working days of notification of the error, excluding Saturday and Sunday. In the event of an overpayment, the arrangement for the recovery of any overpayment shall be determined after consultation between **payroll Supervisor** or designate**, the Union** and the affected employee within three (3) working days (or longer period if necessary to determine the repayment arrangement). **For amounts owing less than $500 the repayment period will not exceed 6 pay periods.**

Article 21 – Health and Safety

21.01 Working Conditions. The Employer shall establish healthy and safe working conditions and shall take all reasonable precautions to protect the health and safety of the Employees.

21.02 Co-operation on Safety. The Employer agrees to abide by the terms and conditions of the Occupational Health and Safety Act as may be amended or replaced from time to time.

Article 22 – General

22.01 Bargaining Unit Communication. The Employer shall provide a digital platform (e.g., a QR code linked to a shared folder, intranet page, or other mutually agreed solution) for Union communications. The Union shall have reasonable access to post information for bargaining unit members, and such access shall not be unreasonably restricted by the Employer.

22.02 Access to Personnel Records. Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personnel file in the presence of an employee in the Human Resources Department.

22.03 Disciplinary Record. Any disciplinary record shall be removed from an Employee's personal file after twenty-four (24) months from the date of the offence, provided that there has been no further discipline in that period, in which event the time for the application of this Article shall be counted from the date of the succeeding discipline.

22.04 Sensity agrees to post the new collective agreement on the intranet and email an electronic version to all current and new staff.

Article 23 – Job Security

23.01 Amalgamation, Regionalization and Merger Protection. In the event the Employer merges or amalgamates with any other body the Employer will make every effort to ensure that:

a) Employees shall be credited with all seniority rights with the new Employer;

b) all service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new Employer;

c) all work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer;

d) conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers;

e) no Employee shall suffer a loss of employment as a result of the merger;

f) preference in location of employment in the location wherein the merger has taken place shall be based on seniority.

Article 24 – Benefits

24.01 **The Employer will continue to provide health, dental, disability and life insurance benefits to Fulltime and Parttime employees who work an average of 20 hours per week at least as beneficial as that are currently in place at the date of ratification throughout the term of the collective agreement, and the Employer will notify the Union of any changes to the benefits provider. The Employer will increase the annual Health Spending/Wellness amounts for eligible Fulltime employees to $1,500.00. and for eligible Parttime employees to $1,250.00.**

24.02 For Full-time and Part-time employees, the Employer will match employee's contributions to their RRSPs to a maximum annual contribution of three (3) percent of wages actually earned by the employee in the contribution year. **Fulltime and Parttime employees who work an average of 20 hours per week shall be eligible to participate in the Employer's Health, Dental, and Life Plans upon completion of three (3) months of service. Employees shall be eligible to enroll in the Employer's Long-Term Disability benefit upon successful completion of the probationary period, in accordance with the terms set out in the benefit plan.**

Article 25 – Term of Agreement

25.01 Term of Agreement. The Parties hereto agree that this Agreement shall be for the term of **three (3)** years effective April 1, **2026** until March 31, **2029** from year to year unless notice of desire to amend or terminate the Agreement is given by either Party to the other Party, not more than ninety (90) or less than thirty (30) calendar days prior to the expiry date of the Agreement. If notice to amend or terminate the Agreement is given by either Party, then the Parties agree to meet for the purpose of negotiations within thirty (30) days after such notice upon request to do so.

Signed in_____, Ontario on this ____ day of _____, 2026

For the Union	For the Employer
Jennifer Ambeau (2026-10-21 13:45:08 EDT)	
Donna Holmes Dubois (2026-10-17 14:35:02 EDT)	
Heather Arsenault (2026-10-26 10:26:12 EDT)	
Barb Farquhar (2026-10-26 11:07:18 EDT)	Elizabeth Winchester (2026-10-26 10:55:17 EDT)
Heather Grassick (2026-10-16 12:17:49 EDT)	Shari Ernst (2026-10-17 15:34:29 EDT)

Schedule "A"

Wages

Effective April 1, 2026 – Increase of 3.5%

	start	2080	4160	6240	8320
FT/PT	$24.31	$24.66	$25.01	$25.37	$25.72
Casual	$24.31	$24.66			

Effective April 1, 2027 – Increase of 2%

	start	2080	4160	6240	8320
FT/PT	$24.80	$25.16	$25.51	$25.88	$26.23
Casual	$24.80	$25.16			

Effective April 1, 2028 – Increase of 2%

	start	2080	4160	6240	8320
FT/PT	$25.29	$25.66	$26.02	$26.39	$26.76
Casual	$25.29	$25.66			

Appendix A to Wages

- **Grid movement based on intervals of 2080 hours.**
- All stipends and retroactive payments are payable only for employees based on their status/classification on the date of ratification and actively employed on the date of ratification and contingent on ratification prior to **July 30, 2026,** and payable on a separate payroll run within thirty (30) days of ratification.
- Employees on leave on the date of ratification will receive any applicable retro-pay or stipends will receive these sums upon their return to active duty, contingent upon return to active duty, within thirty (30) calendar days of return to work.

The Parties recognize the Union is seeking a remedy or funds specific to the moderation period served by the local for Bill 124.

In the event the Ministry provides funding to the Employer earmarked for any remedy or funding specific to the Bill 124 moderation period, the parties agree to meet to discuss implementation and equitable distribution of the portion of the funds attributable to the bargaining unit in the absence of any direction by the Ministry. The funding will be applied on such terms as will be directed by the Ministry, in addition to the wage increases negotiated herein.