

COLLECTIVE AGREEMENT

between

**COMMUNITY LIVING ASSOCIATION
(LANARK COUNTY)**

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 5259**



APRIL 1, 2022 TO MARCH 31, 2024

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This Agreement made this _____ day of _____ 2022.

BETWEEN **Community Living Association (Lanark County)**
(hereinafter called the "Employer")
Party of the First Part

AND **Canadian Union of Public Employees and its Local 5259, (hereinafter**
called the "Union")
Party of the Second Part

Witnessed that the parties hereto have agreed as follows:

ARTICLE 1 – PURPOSE

- 1.01** To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- 1.02** To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 1.03** To work with the Community Living Association (Lanark County) and all interested bodies to encourage efficient, high quality service to people which may include individualized care and to foster a public opinion which would motivate financial support for optimal provisions of supports and services.
- 1.04** To promote the morale, wellbeing and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that the regular and customary functions of Management include the right:

- (a) to maintain order, discipline, efficiency and quality assurance of services;
- (b) to hire, assign, promote, transfer, demote, classify, lay-off, recall, reprimand, suspend, fire for cause and otherwise discipline employees;
- (c) to determine job classifications, hours of work, work assignments, methods of doing work and the standards of performance for all employees for the purpose of evaluation;
- (d) to make, enforce and amend from time to time reasonable policies and procedures to be observed by all employees. Such policies and procedures shall be communicated to the employees and the Union at the time of their introduction or amendment;

- (e) to determine the number of personnel required, locations of operation, minimum qualifications, services to be performed, procedures and equipment to be used in connection therewith, the extension, limitation, curtailment or cessation of services;
- (f) the exercise of Management rights shall not be inconsistent with any of the provisions of this Collective Agreement.

2.02 Not Discriminatory

The employer shall not exercise in a discriminatory manner its right to direct the working forces. Nor shall these rights be used in a manner which would deprive present employees of their employment, except through just cause.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5259 as the sole and exclusive collective bargaining agent for all of its employees, save and except Managers, persons above the rank of Manager, and the Administrative Secretary.

3.02 Work of the Bargaining Unit

Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the aforementioned operation, in itself, does not reduce the hours of work or the pay of any employee.

3.03 Monitoring the Use of Volunteers

The parties acknowledge that the use of volunteers and students within the Association shall be for the purposes of enriching programs and services provided by the Association.

The Employer shall provide to the Union in January and July of each year a report on volunteers which shall include the numbers of volunteers and the number of volunteer hours performed by volunteers.

3.04 No Other Agreement

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.

3.05 Definitions

All employees shall be in one of the following categories. There shall be no other category of employee.

A full-time employee is an employee who is regularly scheduled to work thirty-five (35) hours per week.

A regular part-time employee is an employee who is regularly scheduled twenty-four (24) hours per week or less. A regular part-time employee may from time to time work relief or call in shift/hours without affecting their status as regular part-time.

A contract employee is an employee hired where the funding is from a specific source separate from base funding and requires a position to be for a specific term; or when the Employer is replacing a regular part-time employee or a full-time employee who is on leave of absence. In no circumstances other than in pregnancy, parental, or adoption leave may the contract be for a term greater than one (1) year without the written consent of the Union. In the circumstances of pregnancy, parental or adoption leave the term of the contract employee shall be up to the length of the leave.

A casual employee is an employee who is not regularly scheduled but who is assigned to replace employees on an adhoc basis, or to provide services during short term high intensity care periods.

“Business Days” shall mean days between Monday and Friday inclusive.

“Calendar Days” shall mean consecutive days as they appear on the calendar.

3.06 Same Sex Spouse

The use of the term spouse in this Collective Agreement and in any document arising from this Collective Agreement shall include within its meaning a spouse of the same sex.

3.07 Qualifications

Should job qualifications change for a position, group of positions or a program, incumbent employees will be deemed qualified in their current position.

The Employer and the Union will meet within a reasonable period of time to:

- identify educational requirements to obtain qualification; and
- establish a timeline and arrangements for affected employees to obtain such qualifications.

Where the requirements of a position have changed/will change to the extent that an incumbent employee will not be able to perform the required duties, or the incumbent does not wish to participate in the required educational work/training, then the employee may be transferred to another position within the bargaining unit which requires the qualifications possessed by the employee.

Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The core competency model will provide a valuable tool for feedback to enhance direct support work. The primary benefit and intent of the core competence model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

ARTICLE 4 – DISCRIMINATION, HARASSMENT AND EMPLOYMENT EQUITY

4.01 Community Living Association (Lanark County) is committed to providing a respectful working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in any CLA workplace. The harassment of any employee constitutes serious misconduct and will be subject to disciplinary measures.

The Employer and the Union agree that there shall be no discrimination or harassment, interference, restriction, or coercion exercised or practiced with respect to any employee and/or potential employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise on the basis of enumerated in the Ontario Human Rights code, as amended from time to time, specifically by reason of age, race, ancestry, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, family status and number of dependents, mental or physical disability or membership in the Union.

4.02 There shall be no retaliation against anyone who makes a complaint in good faith or cooperates in the investigation of a complaint of harassment. Anyone who files a complaint in bad faith or for vexatious purposes will be subject to disciplinary action.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-off Payments

The Union shall advise the Employer of the amount of the monthly dues, initiations or assessment levied to be deducted from each employee in accordance with the Union Constitution and Bylaws prior to the fifteenth day of the month preceding the day of the change in such dues, initiations or assessments is to take effect.

5.02 Deductions

Deductions shall be made from each payroll period of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a notice of changes to the list of names and classifications of employees from whose wages the deductions have been made. A copy of the list of names of employees, including the amount deducted, shall be sent to the designated officer of the Local at the same time.

5.03 Claims Against Employer

The Union shall save the Employer harmless for any and all claims which may be made against the Employer relating to the amount deducted from pay as herein provided.

ARTICLE 6 – ACQUAINTING NEW EMPLOYEES

6.01 New Employees

The Employer agrees to invite the Union to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles

dealing with the provisions of this Agreement. This will happen on the Employer's premises at a time and location designated by the Employer, eg. During orientation.

6.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward or Representative in the area in which the employee works. The Union Steward shall give the employee a copy of the Collective Agreement.

6.03 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit upon request at no more than once a quarter. The list will include each person's name, job title/classification, employment status, most recent address, telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and personal e-mail, to the extent such information is within the Employer's control, possession and available electronically.

ARTICLE 7 – CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Association or the Executive Director's designate and the President of the Union or designate, with a copy to the CUPE National Representative.

ARTICLE 8 – LABOUR-MANAGEMENT CO-OPERATION COMMITTEE

8.01 Establishment of Committee

Labour-Management Co-operation Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer, with the right to substitute if necessary. The Committee shall enjoy the full support of both parties in the interest of maximum service to the public.

8.02 Function of the Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (b) Increasing operating efficiency.
- (c) Improving of service to the public.
- (d) Promoting occupational health, safety and sanitary practices.
- (e) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

- (f) Reviewing safety matters and investigating all accidents.
- (g) Recommending on the job training to the Employer.
- (h) Passport Funding – (including available statistics, and potential impact to the work of the bargaining unit).
- (i) Workload Complaints and Concerns.
- (j) Planned scheduling changes or concerns.

8.03 Meetings of Committee

The Committee shall meet quarterly, unless the majority of the Committee agrees otherwise, at a mutually agreeable time and place. Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

8.04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusion.

ARTICLE 9 – LABOUR-MANAGEMENT RELATIONS

9.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall consist of not more than three (3) members of the Canadian Union of Public Employees, Local 5259 plus the National Representative. The Union will advise the Employer of the Union Committee members.

9.03 Function of Bargaining Committee

All matters of mutual concern pertaining to collective bargaining, and the renewal of the Collective Agreement, shall be referred to the Bargaining Committee for discussion and settlement.

9.04 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, as called for by this Agreement.

9.05 Representative of the Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall, on request, be granted access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9.06 Time Off for Meeting

Any representative of the Union on the Bargaining Committee, or the Labour-Management Co-operation Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration.

9.07 Technical Information

The Employer shall make available, on request by the Union, existing information requested, as is available for things such as job descriptions, positions in the bargaining unit, job classification, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives, or documents to which management refers during collective bargaining. The Union shall also make available on request by the Employer, documents to which the Union refers during collective bargaining.

9.08 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day. The program shall be subject to prior approval of the Employer and the availability of space.

Staff Education and Conference Fund

Each employee shall contribute .001 of gross bi-weekly wages to the Employer for deposit to the Staff Education and Conference Fund to be matched equally by the Employer.

The Association will annually issue a receipt for income tax purposes to each employee in the amount of their contribution, and shall contribute to the Fund an additional amount equivalent to the employee's contribution.

The Staff Education and Conference Fund shall be administered by a Joint Administrative Committee comprised of two (2) members appointed by the Association and two (2) members appointed by the Union.

The Joint Committee shall establish its own policies and procedures, determine for what purposes the Fund is to be expended, provide regular reports on the status of the Fund, and make whatever recommendations to the parties it deems appropriate. The Staff

Education and Conference Fund is intended to finance programs for which funding from other sources is not available.

Rationale: Addresses ongoing need for continuing education and the desire to improve staff competencies and allowing for internal and external training.

9.09 Union Meetings

The Employer agrees to make every reasonable effort to allow its employees to attend a Union meeting twice each year upon receipt of two (2) weeks advance notice from the Union of the date of the meeting and from the employee of the employee's request to attend such meeting, without loss of the employee's regular pay. The Union agrees to reimburse the cost of relief staff to the Employer where members elect to attend Union meetings under this provision.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Employer Shall Notify the Union

The Employer agrees to advise the Union of Board policies or decisions which affect employees within this bargaining unit, and to acknowledge all representations to the Board made by the Union through the Executive Director.

The Union agrees to advise the Employer of Union policies or decisions which affect employees within this bargaining unit, and to acknowledge all representations to the Union made by the Employer through the Executive Director.

10.02 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board of Directors of the Association, with the exception of executive sessions, are to be forwarded to the Union. In the Employer's bylaws, executive session has the same meaning as in-camera.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the members of Local 5259 to elect stewards, who are employees of the Employer, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting the employee's grievance in accordance with the grievance procedure. Should none of the members of Local 5259 wish to stand for election as a steward, then the Employer acknowledges the right of the Union to appoint a steward from the members of this Bargaining Unit.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the Stewards and the name of the Chief Steward before the Employer shall be required to recognize that person.

11.03 Permission to Leave Work

The Employer agrees that the Steward will not be hindered, coerced, restrained or interfered with in any way in the performance of the Steward's duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed to perform full time work for the Employer and that the Steward will not leave work during working hours except to perform the duties under this Agreement. Therefore, the steward shall not leave the Steward's work without obtaining the permission of the Steward's supervisor, which permission shall not be withheld unjustly.

11.04 Settling of Grievances

Other than in matters of discipline, suspension, discharge and/or layoff an earnest effort shall be made by employees to resolve any concerns with their Managers prior to resorting to the grievance process. The employee(s) concerned shall attempt to settle the concern with their supervisor within ten (10) calendar days of the date upon which the employee(s) first became aware of, or should have become aware of the facts giving rise to the concern. An employee must inform the Manager that they are raising a concern under the grievance procedure. Failing informal settlement, the following grievance steps shall apply:

Step 1

An employee with a grievance shall file a written copy of the grievance with the employee's immediate Manager within twenty (20) business days from which the employee first became aware of the facts giving rise to the grievance. The immediate Manager shall meet with the aggrieved employee within ten (10) business days of receipt of the grievance and shall render a written response to the grievance within ten (10) business days of such meeting. The employee shall have a Union Representative present at the meeting with the immediate Manager.

Step 2

Failing satisfactory settlement being reached in Step 1, the employee(s) concerned, shall, within ten (10) business days, submit the grievance in writing to the Executive Director. The Executive Director shall meet with the parties within ten (10) business days of receipt and shall render a decision in writing within ten (10) business days after such meeting.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may, within twenty (20) business days of the decision rendered by the Executive Director, refer the dispute to arbitration.

The time limits may be extended by mutual agreement between the Union and Employer.

11.05 Definition of Grievance

A grievance shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether the matter is arbitrable, or where an allegation is made that this Agreement has been breached.

11.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article may be by-passed. However, the twenty business day time frame for submission of the grievance shall still apply.

11.07 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of a group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2. However, the twenty business day time frame for submission of the grievance shall still apply.

11.08 Grievance on Safety

An employee, or a group of employees, who are required to work under what the employee or group of employees consider to be unsafe or unhealthy conditions, shall forthwith notify their immediate manager who shall immediately investigate the situation, following the policies and guidelines of the Health and Safety manual. If the outcome is not satisfactory they shall have the right to file a grievance at the second step of the grievance procedure for preferred handling. However, the twenty business day time frame for submission of the grievance shall still apply.

11.09 Replies in Writing

Replies to grievances shall be in writing at all stages, beginning at Step 1.

11.10 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

11.11 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance or arbitration procedures.

11.12 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

11.13 Failure to Act Within Time Limits

If the Grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future identical grievance.

11.14 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and an Arbitration

Board shall have to power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made within twenty (20) business days of the decision rendered by the Executive Director by registered mail, or other means agreed upon by the parties, eg. fax addressed to the other party of the Agreement, indicating the name of its nominee to an Arbitration Board. Within fifteen (15) business days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial Chair. The parties may, by mutual agreement, appoint a sole arbitrator.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within fifteen (15) business days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within five (5) business days from the time the Chairman is appointed.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

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

12.06 Expense of the Board

Each party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One-half of the fees and expenses of the Chairperson.
3. One-half of the fees and expenses of the Sole Arbitrator.

12.07 Amending of Time Limits

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

12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discharge Procedure

An employee who has completed the probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer. The immediate Manager may suspend an employee but shall immediately report such action to the Executive Director. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases. However, the twenty business day time frame for submission of the grievance shall still apply.

13.03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged as determined by the grievance or arbitration procedure shall be immediately reinstated in the employee's former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Sole Arbitrator or Board of Arbitration if the matter is referred to such a Board.

13.04 Warnings

Whenever the Employer intends to censure an employee, in a manner indicating that dismissal may follow any repetition of the act complained of, or may follow if such

employee fails to bring the employee's work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, given written particulars of such censure to the Local President, with copies to the National Representative of the Union and to the employee involved.

13.05 Union Representation

If the Employer is going to discipline an employee, the employee will have a Steward present. If the Employer holds a meeting with the employee and it becomes evident to the Employer that the meeting could result in discipline, then the meeting will be terminated. The employee will then have a Steward present to attend further meetings.

13.06 Personnel Files

An employee shall have the right to have access to and review their personnel file in the presence of the Employer representative and receive copies of any documentation noted on file. All such access and review shall be arranged by appointment.

13.07 Record of Discipline

Any record of discipline shall be removed from the employee's personnel file after eighteen (18) months following its imposition, providing the employee is free of discipline during the eighteen (18) month period. The exception to the removal of records of discipline is when such discipline is related to abuse and/or assault, and in such cases the record of discipline shall remain in the employee's personnel file.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service with the Employer and shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit wide basis. For full-time employees, seniority shall be calculated as the length of service in the bargaining unit from the employee's last date of hire. For part-time employees, seniority shall be calculated on the basis of hours paid, with 1820 hours paid representing one (1) year of service. In no case may a part-time employee accumulate more than one year of service in any one calendar year.

- (a) An employee whose status has changed from full-time to part-time shall receive full credit for their seniority and service on the basis of one year equals one thousand eight hundred and twenty (1,820) hours of seniority and service, prorated for partial years.
- (b) An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one year for each one thousand eight hundred and twenty (1,820) hours paid, with prorated for partial years.

14.02 Seniority List

The Employer shall maintain a seniority list showing day of hire and years of service. Seniority for part-time employees shall be shown as hours paid, each 1820 hour unit shall be represented as one (1) year. An up-to-date Seniority List shall be provided to the Union and posted on all bulletin boards in the months of January, April, July and October. In no

case may a part-time employee accumulates more than one year of service in any one calendar year,

14.03 Probation for Newly Hired Employees

Newly hired employees shall be on a probationary basis for a period of nine and hundred and ten (910) hours from the date of hiring.

During this probationary period, employees shall be entitled to all rights and benefits of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time and for any reason during the probationary period, except that the termination may not be discriminatory as noted in Article 4, as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement between the Employer and the Union. Part-time employees' probationary period shall consist of nine and hundred and ten (910) hours of work.

14.04 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event that:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns.
- (c) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) The employee fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- (e) The employee is laid off for a period longer than two (2) years.

14.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee within six (6) months returns to the bargaining unit, the employee may return to the position they held immediately prior to leaving the bargaining unit. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices and on all bulletin boards for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.

15.02 Information in Posting

Such notice shall contain the following information: nature of position, location, qualifications, required knowledge and education, skills, shift or shifts, wage or salary rate or range. The above shall not be established in an arbitrary or discriminatory manner.

15.03 Outside Advertising

The Employer may advertise externally for new employees at the same time as a vacancy is posted. Even though interviews of external applicants may occur at the same time as interviews of internal applicants, external applicants shall not otherwise be considered until the applications of internal applicants have been fully processed.

15.04 Role of Seniority in Promotions and Transfers

(a) Both parties recognize

1. The principle of promotion within the service of the Employer;
2. That job opportunity should increase in proportion to length of service;
3. Ability and qualifications

Therefore, in making staff changes, transfers, or promotions, where there are two (2) or more employees as applicants and where the ability and qualifications are relatively equal, then the one having the greatest seniority shall be the successful applicant. Appointments from within the bargaining unit shall be made within three (3) weeks of confirmation of the successful applicant and the position shall be filled as expeditiously as possible.

(b) Where an interview is conducted as part of the hiring process for an internal unionized position, in cases where the hiring grid score differential between candidates is less than 10 (ten) percent, existing seniority will be used to determine the successful candidate.

The Union Executive will have access to any scoring matrix, and interview scoring summaries upon request.

15.05 Trial Period

The successful employee that has applied to a posting shall be placed on a trial for a period of a maximum of two (2) months for full time or one hundred ninety-two (192) hours worked for part time. Conditional on satisfactory performance, such trial promotion shall become permanent after the trial period is complete. Within this period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. Any other employee promoted or transferred because of the

rearrangement of positions shall also be returned to their former position and salary without loss of seniority. Any unsuccessful applicant for the original posting will then be considered in accordance with 15.04. The trial period may be extended upon mutual agreement of the parties.

15.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to an applicant who does not possess the required qualifications but is preparing for qualification prior to the filling of a vacancy. If such employee is promoted, the employee will be given an opportunity to qualify within a reasonable length of time, which period shall be agreed to by the employee and the Employer in writing and the employee shall revert to the employee's former position if the required qualifications are not met within such time or within such extension of time as is agreed upon by the employee and the Employer. A copy of the agreement between the Employer and the employee shall be sent to the Chairperson of the Local.

15.07 Union Notifications

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of employees holding jobs within the Bargaining Unit.

15.08 Disabled Employees' Preference

An employee who has been incapacitated at work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform the job's regular duties, will be employed in other work which the employee can do, if such work is available, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee with more seniority.

15.09 Training Course

The Employer shall post notice of any Training Courses for which employees may be selected. The bulletin shall contain the following information, if available:

- Type of course (subjects and material to be covered);
- Time and duration of the course;
- Location of the course;
- Basic qualifications required of applicants.

If possible, this bulletin shall be posted for a period of ten (10) calendar days on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

15.10 Temporary Duty Assignments

During temporary duty assignments, i.e., assignments to other positions for a period not exceeding ninety (90) days, the employee's Life Insurance, Accidental Death and Dismemberment and Long Term Disability Insurance shall be based upon the employee's regular salary and not the salary earned during the temporary duty assignment.

15.11 Lateral Transfer

Prior to posting a permanent vacancy or a new position the Employer shall send out an expression of interest via work email to all employees who are currently in the existing role of the vacancy. The expression of interest period will last seventy-two (72) hours, after which time the posting will be shared with all employees as per article 15. Only employees in the permanent existing classification of the vacancy will be considered for transfer. Lateral transfer will be awarded in order of seniority.

Employees on a performance improvement plan will be required to interview to exercise their right to Lateral Transfer.

Part time and casual employees shall not be permitted to lateral transfer into a full-time position.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Layoffs

Layoff shall mean the discontinuation or elimination of a position; or any reduction in the normal daily or weekly hours of work of an employee for a period greater than one month; or a reduction of more than twenty-five percent (25%) of the normal daily or weekly hours of work of an employee for less than one (1) month due to lack of work or reduction or discontinuance of a service or services.

16.02 Notice of Layoff

In the event of a proposed layoff within the bargaining unit, the Employer shall provide the Union and the affected employee(s) with no less than eight (8) weeks notice of the proposed layoff. If the affected employee has not had the opportunity to work eight (8) weeks after notice of layoff the employee shall be paid in lieu of work for that part of the eight (8) weeks during which work was not made available.

16.03 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, bargaining unit employees shall be laid off in reverse order of seniority and shall be recalled in order of seniority. Any employee in receipt of notice of layoff may bump any other employee with less seniority in that employee's classification and any employee with less seniority in any other classification providing the employee bumping has the qualifications required for the position and can perform the work of the employee with less seniority. The right to bump shall not include the right to "bump up". Employee displaced in the bumping process shall be considered as laid off and shall in turn have the right to bump another employee.

16.04 Recall Procedure

- (a) Where an employee is laid off, they shall have their name placed on a recall list for a period of twenty-four (24) months from the date of layoff.
- (b) The Employer shall make all reasonable efforts to ensure that an employee on the recall list shall receive all notices of job postings and shall be entitled to apply for such

postings in the normal fashion as an internal candidate. It is the employee's responsibility to ensure that the Employer has the current contact information.

- (c) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they meet the normal requirements of the job to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) If an employee is recalled to a position that is different from the one from which they were laid off they shall receive a trial period of two (2) months. If the person is unable to perform the duties of the job they will be returned to lay off status without losing recall rights to their former position.
- (f) An employee on the recall list shall be eligible for any casual shifts for which they are qualified. Neither the acceptance, nor the declining of one or more casual shifts shall affect an employee's recall rights.
- (g) The Employer shall make all reasonable efforts to ensure that an employee on the recall list shall be notified of all temporary vacancies not included in paragraph b) above, and shall be entitled to any temporary position for which they are qualified. Neither the acceptance, nor the declining of a temporary or term position shall affect an employee's recall rights. An employee with recall rights who is appointed to a temporary position shall have the right, at any time, to apply for a permanent vacancy.
- (h) An employee on the recall list who is successful in applying to a permanent vacancy shall have their name removed from the recall list.

16.05 No New Employees

No new employees shall be hired into a position for which there are laid off employees who are qualified for the position in question.

16.06 Right to Reinstatement to Previous Job

An employee who accepts layoff or exercises their bumping rights or otherwise secures alternate employment within the Agency following a notice of layoff shall retain the right to be reinstated in their former job if such becomes available within six (6) months of their original notice of layoff.

16.07 Continuation of Benefits

The Employer agrees to pay the full coverage of all Health and Welfare plans for employees laid off for periods of less than two (2) months. In the event of a longer layoff, employees so affected will be given the right to continue this coverage through direct payments.

16.08 Full-time and Part-time

The Employer shall not eliminate a full-time position by reason of assigning all of the existing duties of the full-time position to one or more part-time positions. Where the duties of a full-time position are reduced or eliminated the Employer has the right to assign the remaining duties, if any, to a part-time position.

16.09 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

16.10 Any employee in receipt of notice of layoff may lateral transfer to any vacant position in the bargaining unit provided no employee with greater seniority has provided an expression of interest in accordance with Article 15.11 (Lateral Transfer) or applied for the job posting in accordance with Article 15.03. The employee is required to have the qualifications for the position and ability to perform the work of the position.

The employee shall not be required to interview to transfer into the vacant position. There shall be no ability to transfer up consistent with the inability to bump up as per Article 16.03.

ARTICLE 17 – HOURS OF WORK

17.01 Full-time Residential Services

The normal hours of work for employees employed in Residential Services shall be seventy (70) hours worked in each two week period. All hours worked in excess of this shall be overtime. The Employer shall prepare and publish monthly shift schedules seven (7) calendar days in advance of the first day of the month for all employees employed in Residential Services. No employees shifts will be rescheduled to exceed more than forty-three (43) hours in any week. No employee will be required by the Employer to work more than five (5) consecutive calendar days. Each employee shall receive at least two (2) consecutive days off in each seven (7) day period, unless the employee consents. Direct Support Professional and Direct Support Facilitator shall have at least every second weekend off. An employee called back to work after their scheduled hours shall receive call back pay at overtime rates in accordance with Section 18.03.

17.02 Full-time Non-Residential Services

The normal hours of work for full-time employees shall be seventy (70) hours in a two-week period. All employee's hours shall be scheduled by the Manager in consultation with the employee. Normal daily hours of work are seven (7) consecutive hours and are scheduled between the hour of 8:00 a.m. and 11:00 p.m., unless the employee consents. No employee will be required by the Employer to work more than five (5) consecutive calendar days. Each employee shall receive at least two (2) consecutive days off in every seven (7) day period, unless the employee consents. Management shall have the right to schedule one CSS employee per Community Support Service for each Saturday and or Sunday or part thereof as required. Employees shall have at least every second weekend off. An employee called back to work after their scheduled hours shall receive callback pay at overtime rates in accordance with Section 18.03.

17.03 Assignment of Call In Shifts

- (a) An employee shall notify the Employer as to number of hours they have worked in a given week, as requested, for the purpose of assigning shifts.

When assigning call in shifts, the Employer shall assign the shifts as follows:

1. The most senior available casual employee who works at that location, or part-time employee who is on the call in list at that location and who has not exceeded forty (40) hours in that week.
 2. The most senior employee who normally works at that location, including casual employees who work at that location.
- (b) When contacting employees to fill shifts, the called employee shall have the following amount of time to respond before the Employer may call the next employee to offer the shift:

Less than forty-eight (48) hours no wait time

More than forty-eight (48) hours 2 hours – if an employee calls back after two (2) hours and if there are still shifts available then they will be offered to the employee.

17.04 Short Shifts

Casual and part-time employees working short shifts shall be permitted to work additional shifts in the same calendar day provided that:

1. They do not work in excess of thirteen (13) hours a day.
2. The last shift in a day shall finish at least eight (8) hours before the commencement of the first shift on the following day.

ARTICLE 18 – OVERTIME

18.01 Overtime (all employees)

All time worked up to thirty-five (35) hours per week shall be paid out at straight time.

Time worked between thirty-five (35) and forty (40) hours per week shall be paid out at straight time or banked at a rate of straight time.

Time worked in excess of forty (40) hours in a week shall be paid out at a rate of time and a half or banked at a rate of time and a half.

The Employer shall make all reasonable efforts to relieve the mandatory overtime shift worker as soon as possible and in compliance with this Collective Agreement.

Process for Electing Payment or Time off in Lieu (Full time Employees)

- (a) Within ten (10) calendar days of having worked in excess of thirty-five (35) hours per week the employee shall advise the Employer in writing whether they wish to be paid

for that time off or be permitted to take that time off as lieu time ["the employee's written election"].

- (b) Where an employee elects to be paid for time off they shall be paid for such time on the second pay period following the date upon which the employee's written election was received by the Employer.
- (c) Where an employee elects to take time-off in lieu of overtime worked, that time off shall be taken at a time mutually agreed upon by the Employer and employee within one hundred and twenty (120) calendar days the date upon which the overtime was accumulated. This one hundred and twenty (120) calendar day period may be extended to a maximum of one year, if mutually agreed upon by the Employer and the employee.
- (d) Failing receipt of the employee's written election as per item (a) above, within the time specified the employee shall be required to take their banked overtime as lieu time in accordance with item (c) above.

18.02 Overtime Hours

Overtime hours will be paid out to part-time and casual employees (at the rates stated above) and may not be taken as time in lieu.

18.03 Call-Back Pay Guarantee

An employee who is called back to work outside the employee's regular working hours shall be paid for a minimum of four (4) hours at overtime rates. The employee shall be paid from the time the employee leaves home to report for duty until the time the employee arrives back upon proceeding directly from work.

18.04 Stand-By

- (a) An employee required to stand-by or remain available for call-back on other than regularly scheduled hours shall be paid at the rate of one dollar and fifty cents (\$1.50) per hour of stand-by time. Paid hours for callback shall be deducted from hours for which the employee receives stand-by pay.
- (b) Support Independent Living Service and Enhanced Support Independent Living Services shall provide on call services for seven (7) consecutive days and shall be provided with one (1) paid day off added to their in-lieu bank for use within the current fiscal year. For clarity in lieu bank hours can not be carried over to the next fiscal year.

ARTICLE 19 – HOLIDAYS (Full-time employees only)

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth & Reconciliation
Easter Monday	Thanksgiving Day

Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

One-half (1/2) a shift on New Years Eve Day and one-half (1/2) a shift on Christmas Eve Day and any other public holiday proclaimed as a holiday by the dominion or provincial government.

19.02 Compensation for Paid Holidays Falling on Saturday

When any of the above-mentioned holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the statutory holiday for employees whose normal work week is Monday to Friday. For other employees, the statutory holiday shall be observed on the day on which it falls.

19.03 Compensation for Paid Holidays Falling on Sunday

When any of the above-noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the statutory holiday for employees whose normal work week is Monday to Friday. For other employees, the statutory holiday shall be observed on the day on which it falls.

19.04 Pay for Work on Scheduled Paid Holiday

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay (defined as regular shift hours). Employees who work shall be paid at the rate of time and one-half (1½) plus time off with pay equivalent to the number of hours worked, at a time mutually agreeable between the employee and the Employer.

19.05 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day (defined as regular shift hours) off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 20 – VACATIONS

20.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited seniority as follows:

Zero (0) to five (5) years:	8.75 hours per month – not to exceed 105 hours (3 weeks).
Over five (5) years:	11.67 hours per month – not to exceed 140 hours (4 weeks).
Over ten (10) years:	14.59 hours per month – not to exceed 175 hours (5 weeks).
Over twenty (20) years:	17.5 hours per month – not to exceed 210 hours (6 weeks).

Full-time employees may carry up to seventy (70) hours of their vacation into the next vacation period. For the purposes of recording vacations, the vacation period shall be from April 1st to March 31st. An employee shall be permitted during the fiscal year to use the entitlement for the fiscal year, subject to the Employer's right to recapture entitlement taken in excess of that accumulated.

The parties to this Collective Agreement hereby agree that no employee shall suffer any loss of accumulated vacation credits, nor shall any employee suffer any loss of future vacation credits, by converting the vacation year from calendar year to the fiscal year.

Part-time employees shall receive annual vacation credits in accordance with credited services on a quarterly basis each year as follows:

Length of Credited Service	Annual Entitlement to Unpaid Vacation Days Off Based on 1820 Hours Worked Each Year	Vacation Pay Calculation
From 0 to 9100 credited hours	3 Weeks	4.2 hours prorated vacation at a rate of 6% of wages earned and paid in each pay period.
From 9101 to 18200 credited hours	4 Weeks	5.6 hours prorated vacation at a rate of 8% of wages earned and paid in each pay period.
From 18201 to 36400 credited hours	5 Weeks	7 hours prorated vacation at a rate of 10% of wages earned and paid in each pay period.
From 36400 credited hours	6 Weeks	8.4 hours prorated vacation at a rate of 12% of wages earned and paid each pay period.

20.02 (a) Christmas Break - Full-time employees only

All full-time employees shall be granted the working days between Christmas and New Year's Day as time off with pay. The Union agrees that should part-time employees not be available to cover those shifts, then full-time employees will cover any and all shifts during the Christmas break. Any full-time employee working during this period shall receive equal time off with pay to be taken at a later date mutually agreeable between the employee and appropriate Manager.

(b) Christmas Break – Scheduling of Regular Part-time Employees

On or before October 31st of each year, the Employer shall provide all regular part-time employees who were also regular part-time employees the previous year ["consecutively employed regular part-time employees"] with a form upon which they shall elect which holiday (i.e. Christmas or New Year's), if any, for which they do not wish to be scheduled to work in that particular holiday season. The consecutively employed regular part-time employee shall complete and return this form on or prior to September 15th of that year.

Elections provided by September 15th as above, shall be granted only to the extent of ensuring that the following rules are respected:

- Consecutively employed regular part-time employees who work Christmas shall not be required to work New Year's of that same holiday season;
- Consecutively employed regular part-time employees who work New Year's shall not be required to work Christmas of that same holiday season;
- Consecutively employed regular part-time employees who work Christmas shall not be required to work the following Christmas;
- Consecutively employed regular part-time employees who work New Year's shall not be required to work the following New Year's.

For the purpose of this provision Christmas shall mean December 24th and 25th, and New Year's shall mean December 31st, January 1st.

Where the consecutively scheduled regular part-time employee does not return their election form to the Employer by September 15th, the Employer shall be free to schedule the employee's shifts for one or both of Christmas and New Year's for one or more consecutive years.

20.03 Compensation for Holidays Falling Within Vacation Schedules (Full-time employees only)

If a paid holiday falls or is observed during an employee's vacation, the employee shall be allowed an additional day (defined by regular shift hours) paid vacation.

20.04 Vacation Pay on Termination

An employee terminating employment at any time in the employee's vacation year, before the employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

20.05 Preference in Vacations

If vacations are requested for the same time, they shall be granted first on the basis of seniority.

20.06 Vacation Schedules

Employees shall submit vacation requests prior to March 15th and these vacation requests will be granted on the basis of seniority. Vacation requests submitted after March 15th shall be granted on a "first come" basis and not on the basis of seniority.

Vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

20.07 Unbroken Vacation Period

An employee shall be entitled to receive vacation in unbroken periods of not less than one (1) day and not more than three (3) weeks, unless otherwise mutually agreed upon between the employee and the Employer.

20.08 Approved Leave of Absence During Vacation

When an employee qualifies for sick leave, bereavement, or any other approved leave during the employee's period of vacation, deductions shall be made from such sick leave, bereavement, or other approved leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. Any sick leave claimed during vacation period must be supported by a medical note. Other leaves must be supported by notes, as required in the individual leave Articles in this agreement. Any cost incurred for such notes shall be reimbursed by the Employer.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

21.02 Annual Paid Sick Leave

One hundred and twenty-six (126) hours shall be earned by an employee at the rate of ten and one-half (10 ½) hours for every month an employee is employed.

Employees who are regularly scheduled for twenty-four (24) hours per week or less shall earn five (5) sick days annually at a rate of .42 days for every month they are employed.

21.03 Maximum Accumulation of Annual Sick Leave

The unused portion of an employee's sick leave shall accrue for the employee's future benefit, to a maximum of 840 hours.

21.04 Illness in the Family

In case of illness of an immediate member of the family of an employee where no one, other than the employee can provide for the family member's needs, the employee shall be entitled, after notifying the employee's superior, to use a maximum of five (5) accumulated sick leave days (defined as a regular shift) per year for this purpose. The Employer, at its discretion, may require medical certification documenting any such illness. Any cost incurred for such documentation will be reimbursed by the Employer.

21.05 Deductions from Sick Leave (Full-time employees only)

A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than

one-half (1/2) shift shall not be deducted. Absence for one-half (1/2) shift or more, but less than a full day shall be deducted as one-half (1/2) shift.

21.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that the employee is unable to carry out the employee's duties due to illness.

21.07 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, or layoff, the employee shall not receive sick leave credit for the period of such absence, but shall retain the cumulative credit, if any existing, at the time of such leave or layoff.

21.08 Extension of Sick Leave (Full-time employees only)

An employee with more than one (1) year service who has exhausted the employee's sick leave credits, shall be allowed to anticipate extension of sick leave to a maximum of fifteen (15) working days. The sick leave extension shall be repaid by the employee upon return to work through the employee's normal monthly accumulation. It shall be repaid at the rate of .75 days per month. A further extension shall not be granted until the first one is repaid. The employee shall be held responsible for the fifteen (15) working days extension and should the full amount not be repaid the Employer may deduct the amount from the employee's salary.

21.09 Sick Leave Record

Immediately after the close of each fiscal year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised, on application, of the amount of sick leave accrued to the employee's credit.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted to up to three (3) employees (one (1) per site, operational requirements will be considered), upon request to the Employer, to represent the Union at Union conventions. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. For administrative purpose, the Employer may continue to pay the employee's salary and benefits, and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave. (Up to three (3) employees – one (1) per site, operational requirements will be considered).

22.02 Paid Bereavement Leave

(a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death or serious illness of a parent, spouse, common-law spouse, brother, sister or child.

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

One (1) day shall be granted in the case of death of a former guardian, aunt, uncle or any second-degree relative who has been residing in the same household.

Additional leave for travelling time shall be granted in the following manner:

Over 240 kilometers - 2 days

Over 360 kilometers - 3 days

Over 485 kilometers - 4 days

An employee may be granted additional travelling time at management's discretion. In no event shall a part-time employee's paid bereavement extend beyond three (3) consecutive calendar days.

Bereavement leave shall also include the spouse's family. For clarity a spouse is defined in the *Employment Standards Act*.

- (b) An employee shall be granted time to attend the funeral or celebration of life for a client they have provided for without loss of salary or wages.

22.03 Medical Care Leave (Full-time employees only)

Employees shall be allowed up to twenty-one (21) hours per year paid leave of absence in order to receive preventative medical care for themselves or children in their custody. Employees may be required to show proof of health care. Under special circumstances additional days may be granted at Management's discretion.

22.04 Pregnancy and Parental Leave

Such leave shall be granted on written request which notifies the Employer at least two (2) weeks in advance of the date the leave shall start, and stating the probable date of delivery, the length of leave requested, as well as a clearly stated intention to return to work on completion of absence. The total maximum shall not exceed eighteen (18) months.

22.05 Parental Leave for the Purpose of Adoption

Where an employee seeks a leave of absence due to legal adoption, the employee shall be granted up to twenty-seven (27) weeks leave providing there is a clearly stated intention to return to work on completion of the leave of absence. The same procedure upon return from Pregnancy Leave shall apply to Adoption Leave.

22.06 Administration of Welfare Benefits During Pregnancy and Parental Leave

During the period of pregnancy/parental or adoption leave, the employee shall continue to participate in each type of benefit plan in which they are currently enrolled at the time leave commences, unless the employee elects, in writing, not to do so. The Employer shall continue to make the Employer contributions for any benefit plan unless the employee gives the Employer written notice that they do not intend to pay the employees contributions.

22.07 Paid Personal Leave (Effective Ratification)

All full-time and part-time employees shall be entitled to a maximum of three (3) paid personal leave days per fiscal year to be used for one of the following purposes at the employee's discretion.

- (a) A mental health day for relieving employee stress;
- (b) Inclement weather including a snow storm or freezing; or
- (c) An unforeseen person emergency;
- (d) An unforeseen child care emergency; or
- (e) Upon approval of a supervisor.

Paid Personal Leave can be taken in full or half days. Personal Paid Leave is not accumulated from year to year.

22.08 Time Off for Elections

Employees shall be allowed the number of hours off, required by legislation, before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

22.09 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

22.10 Leave for Court Appearance

In the event an employee is accused of an offence which requires a Court Appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is jailed awaiting a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is found guilty and sentenced, the employee's case shall be referred to the Labour-Management Committee and the employee may be granted leave of absence without seniority and pay for the duration of the employee's sentence.

22.11 General Leave

An employee may apply for general leave and such leave may be granted with or without pay, but without loss of seniority.

22.12 Education Advancement

The Employer may grant leave of absence with pay to employees, in order to take a course related to the work within the Association. The cost of such course shall be paid by the Employer, or as mutually agreed between the Employer and the employee.

22.13 Professional Development

The Employer agrees that staff may utilize up to five (5) working days per year to participate in professional development activities as approved by the Employer, exclusive of staff evaluation days established by the Employer.

ARTICLE 23 – PAYMENT OF WAGE AND ALLOWANCES

23.01 Pay Days

For full-time employees, the Employer shall pay salaries and wages every second Friday for all hours worked to that day in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay period every employee shall be provided with an itemized statement of wages, overtime and supplementary pay and deductions.

For part-time employees the Employer shall pay salaries and wages every second Friday for all hours worked to midnight on the previous Saturday. Where shifts commence prior to midnight and extend beyond midnight on Saturday, the cutoff for payment shall be at the end of that shift on the Sunday.

23.02 Equal Pay for Equal Worth

The principle of equal pay for equal work shall apply.

23.03 Pay on Temporary Transfers, Higher Rated Job

When an employee temporarily substitutes, or performs the principal duties of, a higher paying position at a flat rate of pay, the employee shall receive a ten percent (10%) adjustment added to the employee's salary or the rate of pay of the position in which the employee is replacing (with the start rate of the higher paying position as a minimum), whichever is lesser.

23.04 Pay on Temporary Transfers, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

23.05 Kilometer Allowance

Effective ratification, an employee using a personal automobile for the Employer's business shall be paid at the rate of fifty-three (\$0.53) cents per kilometer. The Employer shall authorize the use of a private vehicle for the Employer's business and the Employer shall provide adequate third party liability insurance and endorsement for the extent of the Employer's business use.

On receipt of notice from the employee's insurance carrier that the cost of endorsement 6A resulted in an increase in the employee's automobile insurance rates, the Employer will reimburse the employee for the difference, up to one hundred and twenty-five (\$125.00) dollars, in the premium cost for the period April 1st to March 31st each year.

Should the Employer require employees to utilize company vehicles in place of or in addition to their personal vehicle for work-related purposes, the Employer shall obtain

appropriate insurance coverage at its sole cost and provide a current and complete copy of the fleet insurance to the Union when requested.

23.06 Part-time Employees

- i) For the purpose of this Agreement employees who are regularly scheduled for less than twenty-four (24) hours per week shall receive the rate of pay specified in Schedule “A”, vacation pay and statutory holidays in accordance with the *Employment Standards Act*. Any such employee required to work on any statutory holiday shall be paid at the rate of time and one-half their regular rate of pay.
- ii) In addition to the above, all contract and casual employees who are regularly scheduled for less than twenty-four (24) hours per week shall receive ten percent (10%) of their regular, non-overtime pay in lieu of the welfare benefits after they have fulfilled their probationary period. Part-time employees who are assigned to replace other employees who are absent or part-time employees who accept temporary positions shall not have such effect on their part-time status.

23.07 Contract Employees

The Employer may only hire contract employees where the funding is from a specific source separate from base funding and requires a position to be for a specific term or when the Employer is replacing a part-time or full-time employee who is on leave of absence. In no circumstances other than in pregnancy, parental or adoption leave may the contract be for a term greater than one (1) year without the written consent of the Union. In the circumstance of pregnancy, parental or adoption leave the term of the contract employee shall be up to the length of the leave.

For the purpose of this Agreement, contract employees shall receive the rate of pay specified in Schedule “A” vacation pay of four percent (4%) and paid holidays as set out in Article 19.01 provided they meet the eligibility requirements as described in the *Ontario Employment Standards Act*.

Article 20.02 and 25 of the Agreement do not apply to contract employees. For the purpose of this Agreement, the termination of employment of a contract employee at the end of the contract is not a layoff nor a discharge and is not arbitrable under this Agreement. For the purpose of probationary periods and accumulation of seniority, the provisions of Article 14.01 and 14.03 regarding part-time employees shall apply to contract employees.

If an existing full-time or part-time employee accepts a contract position, the employee shall retain the benefits and status of their original position. At the conclusion of the contract, the employee will revert to their substantive position and anyone who was backfilling the position will likewise revert to their substantive position.

If a new employee is hired into a contract position and the position becomes permanent, that employee shall become the permanent incumbent in the position without the necessity of job posting or competition.

If an existing full-time or part-time employee accepts a contract position and the position becomes permanent, that employee shall have the right to that position on a permanent basis without competition or job-posting or shall revert to their former position.

23.08 Legal Fees

The Employer shall pay all legal costs arising out of the defense of an employee charged in any court as a result of performing the employee's duties for the Employer.

23.09 Vacation Pay

Employees will, upon giving at least five (5) business days' notice in writing before the last pay period before their vacation, receive on the last business day preceding commencement of their annual vacation any cheque which may fall due during the period of their vacation.

23.10 Professional Colleges

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

If any bargaining unit members choose to become a member of a College, such employee(s) shall suffer no loss of employment or a reduction in wages and benefits by nature of discipline by such College.

Where legislation requires employees to become members of a College, the Employer shall pay up to one hundred dollars (\$100.00) of all registration and membership fees.

23.11 Meal Reimbursements

The Employer shall reimburse an employee for meal costs and/or accommodation costs incurred while providing services for clients. Meals will be reimbursed at the following rates which are inclusive of applicable tax and gratuities:

Breakfast – up to ten dollars (\$10.00)
Lunch – up to fifteen dollars (\$15.00)
Supper – up to twenty dollars (\$20.00)

The employee must submit receipts acceptable to the Employer within thirty (30) days.

23.12 Damage to Personal Property

The Employer will reimburse an employee for damage of personal property including, but not limited to, clothing, eyeglasses and watches, in the event such property is destroyed by an individual supported while the employee is performing their regular duties. The Employer shall reimburse such employee to a reasonable and appropriate replacement amount approved by the employee's supervisor, which approval shall not be unreasonably withheld, for the purpose of replacing or repairing such article, providing the damage is reported within thirty (30) days to the employee's supervisor.

The Employer will reimburse an employee for damage caused by an individual supported to an employee's personal vehicle provided the damage is reported within thirty (30) days to the employee's supervisor.

ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Employer agrees to provide job descriptions for all employees in the bargaining unit. The job description shall summarize the duties required by the Employer, and indicate the appropriate occupational group and job title.

Revisions to job descriptions shall be presented to the employee and to the President and Secretary of the Union. Upon signature of the employee, their Supervisor, and the Employer, and subject to written objection of the Union within thirty (30) calendar days, these revisions shall become the recognized job descriptions for the identified positions. Where the Union objects to the content of a job description, the Employer shall meet with the Union and endeavour in good faith to resolve the dispute.

24.02 Job Classification

The Employer agrees to provide definitions of occupational groups, names of positions, or job titles, classifications related to the salary schedule attached as Schedule “A” of this Agreement, and job specification factors used to establish classification of all positions within occupational groups.

Changes in the definition or composition of occupational groups, names of positions or job titles, and job specification factors applicable within occupational groups shall not be made without prior disclosure in full to the Union, and discussion with the President and Secretary of the Union, with the objective of mutual agreement. Officers of the Union shall suffer no loss of pay for participation in such discussions.

When the duties or volume of work in any classification are changed or increased, or where the Union or an employee feels the employee is unfairly or incorrectly classified, or when a position not covered in Appendix “A” is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. No changes in rate of pay for any position shall be made without prior discussion with the Union. If the Parties are unable to agree on the reclassification or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. When such dispute is submitted to grievance, it becomes retroactive to the time the position was first filled by an employee.

24.03 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior agreement with the Union.

24.04 Qualifications

Should job qualifications change, bargaining unit members will be deemed qualified in their current position. Despite the foregoing, if the Ministry of Children Community and Social Services regulates job qualifications and prohibits employees with deemed qualifications from continuing to perform in specific positions then affected employees will be given the option to,

- (a) acquire the skills as required by the Ministry of Children Community and Social Services

- (b) transfer into an available vacant position in another classification where they have the skills and ability to perform the job and/or
- (c) exercise their lay off and bumping rights under the collective agreement. It is understood by both parties this language does not supersede Article 15.04.

ARTICLE 25 – WELFARE BENEFITS

25.01 Welfare Benefits (Full-time and regular permanent part-time employees only)

- (a) The Employer shall pay the indicated percentage of the premiums of the following plans, or their equivalent, for all full-time and permanent part-time employees after completion of their probationary period or subject to the carrier’s requirements, whichever come first.

BENEFIT	FULL-TIME	PERMANENT PART-TIME
Group Insurance and A.D. & D.	100% Premium (At least two times salary)	100% Premium (coverage \$25,000.00)
Long Term Disability	0% (at least 66% salary)	0% Not Applicable
Extended Health Care	100% Premium	100% Premium (80% coverage of drug coverages, 100% major services, travel and hospital)
Dental Expense Plan	100% Premium	100% Premium (Coverage 80% of Full-time plan)
Vision Care Plan	100% Premium (\$375.00 plus \$150.00 for eye exam every 24 months)	100% Premium (\$375.00 plus \$150.00 for eye exam every 24 months)

Health care benefits for Full time employees shall be inclusive of:

Maximums per insured person per calendar year for Paramedical Services:

- Chiropractor (including 1 x-ray) - \$500
- Registered Massage Therapist - \$500
- Naturopath (including x-rays but not tests or supplements) - \$500
- Osteopath (including 1 x-ray) - \$500
- Physiotherapists & Athletic Therapist combined - \$500
- Podiatrist/Chiropodist (including 1 x-ray) - \$500
- Psychologist (including MSW/Clinical Counsellors) - \$500
- Specialist in Acupuncture - \$500
- Speech Therapist - \$500

Maximums per insured person who is permanent part-time per calendar year for Paramedical Services:

- Chiropractor (including 1 x-ray) - \$400
- Registered Massage Therapist - \$400
- Naturopath (including x-rays but not tests or supplements) - \$400
- Osteopath (including 1 x-ray) - \$400
- Physiotherapists & Athletic Therapist combined - \$400

Podiatrist/Chiropodist (including 1 x-ray) - \$400
Psychologist (including MSW/Clinical Counsellors) - \$400
Specialist in Acupuncture - \$400
Speech Therapist - \$400

Should a change in carrier be contemplated, in order to notify their membership, such change shall be discussed with the Local before the change is implemented. No such change shall result in a reduction in benefit as a package.

25.02 WSIB

- i) All employees shall be covered by the *Workers' Safety and Insurance Act*.
- ii) An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act*.
- iii) While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*.
- iv) Employees who have incurred a workplace illness or injury will have access to the employee's accumulated paid sick leave in accordance with the collective agreement until such time as the employee's claim for benefits, including appeal, is determined by the WSIB.

25.03 Multi-Sector Pension Plan

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

"Plan" means the Multi-Sector Pension Plan

"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 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. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace;

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

"Eligible Employee" means all employees in the bargaining unit who have completed 910 hours of employment with the employer.¹

Commencing April 1, 2023 each Eligible Employee shall contribute for each pay period an amount equal to 3.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3.5% of Applicable Wages to the Plan.

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

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

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

To be Provided at Plan Commencement

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- gender.

To be Provided with each Remittance

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- employer portion of arrears owing due to error, or late enrolment by the Employer.

To be Provided Initially and as Status Changes

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable);

To be Provided Annually but no later than December 31

- current complete address listing for all Eligible Employees;
- period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
- period(s) of lay-off, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence.
- hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

ARTICLE 26 – SAFETY AND HEALTH

26.01 Injury Pay Provision

An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

26.02 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident while on duty, shall be at the expense of the Employer.

26.03 First Aid Kits

A first aid kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

26.04 Harassment and Violence Free Workplace

The Union and the Employer recognize the right of employees to work in an environment free of harassment and/or violence. The Employer, the Union and each Employee agrees to be bound by the Employer's Policies titled "Preventing Workplace Violence" having an effective date September 8, 2008 and "Harassment" having an effective date July 9, 2004, as amended from time to time.

26.05 Joint Health and Safety Committee

(a) The Union and the Employer recognize a Joint Occupational Health and Safety Committee consisting of four (4) members – two (2) of which shall be members of the bargaining unit and appointed by the Union; and two (2) of which shall be non-Union employees and appointed by the Employer. One Employer appointee and one Union appointee shall be co-chairs of the Committee.

(b) A member of the Committee is entitled to:

- i) 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 such time as is necessary to carry out workplace inspections in accordance with the

Occupational Health and Safety Act: and such time as necessary to investigate cases where a worker is killed or critically injured in accordance with the Act.

- (c) A member of the Committee shall be deemed to be at work during the times prescribed above and shall be paid at the appropriate straight time or premium rate of pay.

The Joint Occupational Health and Safety Committee shall function in accordance with the Employer's Health and Safety Manual as provided to the Union in June, 1997, except where in conflict with the Act in which case the Act shall prevail.

Any amendments to the aforementioned Health and Safety manual shall require the unanimous approval of the Joint Occupational Health and Safety Committee.

- d) Information to Committee and Representative

The Employer and the Union shall each provide the Committee and representatives with copies of the following as it comes to their attention:

- i) material safety data sheets;
- ii) health and safety testing and monitoring results;
- iii) requests for exemption, relation, or deviation from regularly requirements related to health and safety issues;
- iv) copies of all correspondence concerning workplace health and safety.
- v) current stock levels of PPE supplies

ARTICLE 27 – JOB SECURITY

27.01 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no layoff or any reduction of salary on account of contracting out.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

28.02 Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.03 Allowance for Equipment

The Employer shall supply all equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken equipment.

28.04 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel, where necessary, for any action initiated against any employees by virtue of performance of the employee's assigned duties.

ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS

29.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

29.02 Continuation of Acquired Rights

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 this Agreement, or if there is an amalgamation, annexation, merger or other structural changes of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiations.

29.03 Professional Colleges

The Employer shall not unilaterally require any bargaining unit member to become a member of a College.

29.04 Notice and Collaboration

In the event that the Employer and/or Ministry is planning reductions and/or closure of programs, services, or supports, the Employer agrees to meet with the Union prior to implementation, within a reasonable time to discuss the plan(s).

ARTICLE 30 – COPIES OF AGREEMENT

30.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason sufficient copies of the Agreement shall be printed within thirty (30) calendar days of signing, at a cost to be shared by the Employer and the Union and they shall be distributed to the bargaining unit. Preparation and printing of the Collective Agreement shall be done at a mutually agreeable printer and requires joint approval in advance based on an estimate of costs.

ARTICLE 31 – GENERAL

31.01 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

31.02 Mutual Agreement

Where there are provisions in this Agreement to provide for a mutual agreement between the employee and the Employer, such Agreement shall be made in consultation with the Union.

31.03 Wage Re-Opener Language

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Duration

This Agreement shall have a term from April 1, 2022 to March 31, 2024 and shall continue from year to year thereafter unless either party gives notice in writing to the other party during the ninety (90) days period prior to its expiry date of its intention to bargain a renewal Collective Agreement.

If neither party gives notice of its intention to bargain a renewal Agreement during the ninety (90) days period prior to its expiry date, the Agreement shall continue from year to year thereafter unless either party gives notice in writing to the other party during the ninety (90) day period prior to the anniversary of its expiry date of its intention to bargain a renewal Collective Agreement.

32.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than two (2) weeks after the request has been given.

32.03 Agreement to Continue in Force


Where such notice requests revisions only, the following conditions shall apply:


1. The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
2. Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and, if negotiations extend beyond the anniversary date of


the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

Dated at Carleton Place this 31st day of May, 2022.


FOR THE EMPLOYER







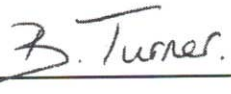


FOR THE UNION









CUPE Local 5259 – Wage Schedule ‘A’

SCHEDULE "A" - WAGES (per hour rates)

Wages are subject to Ministry funds being available.

Direct Support Professional	Expiry	April 1, 2022 (1.0%)	April 1, 2023 (3.0%)
Start	28.64	28.93	29.80
After 1 year	29.27	29.56	30.45
After 2 years	29.87	30.17	31.08
After 3 years	30.49	30.79	31.71

Direct Support Facilitator	Expiry	April 1, 2022 (1.0%)	April 1, 2023 (3.0%)
Start	25.84	26.10	26.88
After 1 year	26.00	26.26	27.05
After 2 years	26.20	26.46	27.25
After 3 years	26.31	26.57	27.37

Increases to the salary schedule shall be retroactive to April 1, 2022. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between April 1, 2022, and March 31, 2024, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within forty-five (45) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate direct deposit.

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

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING ASSOCIATION (LANARK COUNTY)

and


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5259


Re: Employer Lobby and Central Bargaining Forum

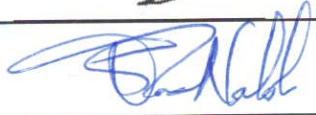
The Employer agrees to continue to participate in lobbying the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobby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

Dated at Carleton Place this 31st day of May, 2022.

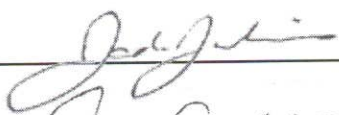
FOR THE EMPLOYER




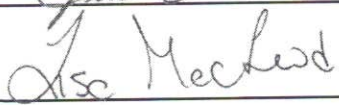


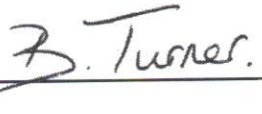


FOR THE UNION









LETTER OF UNDERSTANDING

between

COMMUNITY LIVING ASSOCIATION (LANARK COUNTY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5259

Re: Part-Time Employees - scheduling


The following positions shall be entitled to be regularly scheduled for more than twenty-four (24) hours per week, but not more than thirty (30) hours per week in the current service locations. It is understood that these positions shall continue to be considered as part time positions in the current service locations.


These three (3) positions covered under this letter are;


- 1 - Direct Support Professional – thirty (30) hours/week
- 1 - Direct Support Facilitator – twenty-six (26) hours/week
- 1 - Direct Support Facilitator – twenty-six and one half (26.5) hours/week

Dated at Carleton Place this 31st day of May, 2022.


FOR THE EMPLOYER







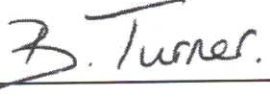


FOR THE UNION









LETTER OF UNDERSTANDING

between

COMMUNITY LIVING ASSOCIATION (LANARK COUNTY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5259

Re: Additional Funding

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires March 31, 2022 with respect to the following matters:

In the event that the Ministry of Children Community and Social Services (MCCSS) provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits, the Union and Employer shall meet to negotiate the method of allocation of funding to wages and/or benefits.


The Employer shall provide the Union with full disclosure regarding the current level of funding and any additional funding.


It is understood that the Employer will meet with the Union bargaining team and CUPE National Representative to negotiate the implementation of funding.


This Letter of Understanding forms part of the Collective Agreement.

Dated at Carleton Place this 31st day of May, 2022.

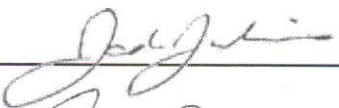
FOR THE EMPLOYER




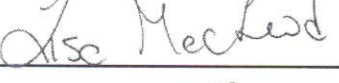


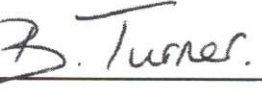


FOR THE UNION









LETTER OF UNDERSTANDING

between

COMMUNITY LIVING ASSOCIATION (LANARK COUNTY)

and


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5259


Re: Central Benefits Bargaining Table


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 are not the preferred 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 participate and support a Central Bargaining Table to explore a single, common benefit package for all participating Developmental Service Agencies in Ontario.

Dated at Carleton Place this 31st day of May, 2022.

FOR THE EMPLOYER







FOR THE UNION

