

AGREEMENT

BETWEEN:

**SUPERIOR GREENSTONE ASSOCIATION FOR
COMMUNITY LIVING**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 3426**

Expiry Date: March 31, 2026

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AGREEMENT

BETWEEN:

SUPERIOR GREENSTONE ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3426
(hereinafter called the "Union")

ARTICLE 1 – PREAMBLE

1.01 **Mutual Purpose**

Whereas it is the purpose of both parties to this agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services as provided in this collective agreement.
- (c) To work together to enhance independent living by providing quality support services to the people supported of the Employer, to people supported and members of the Employer and to foster a public opinion which would motivate support for optimal provisions of programs and facilities for developmentally disabled individuals.
- (d) Subject to the provisions of this Agreement to promote the morale and well being of all employees.
- (e) To support and promote health and safety for the Employer's people supported and employees.

1.02 **Agreement to Bargain**

And whereas it is now desirable that the parties enter into a collective agreement and now therefore the parties hereto agree as follows:

1.03 The parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress, quality of service and sustainability of the sector. All parties support the Developmental Service Sector in strengthening the important services it delivers and to make the work of the sector a "career of choice." To that end, the parties agree to advocate for and support the formation of a Provincial Developmental Services Advisory Group (DSAG). The proposed composition of the DSAG would include representatives from the Developmental Service Sector Provincial Network or other appropriate provincial organizations representing Employers, CUPE. Further the parties would invite the Ministry of Community and Social Services and other labour partners such as OPSEU to participate at the DSAG table.

The general purpose of the Developmental Service Advisory Group shall be to :

- (a) Discuss human resource issues related to ensuring the delivery of quality services and supports to people supported as their families.
- (b) Make recommendations related to a labour force strategy for the sector including such issues as recruitment and retention, multi-year funding formula, apprenticeship and mentorship programs, direct funding models, transformation issues, workload, mergers and amalgamations, staffing and support levels.
- (c) Advise and report on systemic matters relating to the occupational health and safety of developmental service workers in Ontario.
- (d) Consider such other issues as agreed to by the participants.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

Without limiting generality of the foregoing, it is the exclusive right of the Employer to:

- (a) Hire, assign and schedule the work of, direct, transfer, promote, demote, lay-off, recall, terminate and discipline its employees including suspension and discharge, provided that a claim that an employee has been disciplined or dismissed without just cause may be the basis of a grievance and dealt with as hereinafter defined.

- (b) Operate and manage its supports and services efficiently and effectively in accordance with its commitments, obligations and responsibilities to people supported, and to determine and establish standards, and procedures for the care, welfare, safety and comfort of people in service.
- (c) Plan, organize, direct, and evaluate the work of its employees including the introduction and standardization of new methods, support models, location, equipment, deciding the number of employees required, and the amount of supervision necessary.
- (d) Have jurisdiction over all operation, buildings and equipment.
- (e) Establish rules, regulations and standards which will govern the performance of its employees and will meet the current and changing needs of the people supported. The Union will be provided with a copy of the rules and regulations established.
- (f) The Employer agrees that this function will be expressed in a manner consistent with the general provisions and intent of this agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3426 as the sole and exclusive bargaining agent of all employees of the Employer save and except Executive Director, Supervisors, persons above the rank of supervisor, people supported that carry out tasks assigned to them by the Employer as an employment development strategy, and employees performing an administrative function. For clarification of the geographic scope of this Agreement the Parties agree that the area lying north of Macdiarmid is the responsibility of the Union (Geraldton Unit) and that area falling to the south is the responsibility of the Unifor Local 39-3 (Nipigon Unit).

3.02 Work of the Bargaining Unit

Persons whose jobs, paid or unpaid, are not in the bargaining unit, shall not perform bargaining unit work except:

- a) emergency;
- b) mutual assistance provided between people supported;

- c) assistance from family members;
- d) volunteers who assist from time to time on person supported activities outside of people supported homes.

3.03 No Other Agreements

No employee shall be required to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement.

3.04 Regular Part-Time, Temporary, Casual Employees and Volunteers

- (a) This agreement is fully applicable to all regular part-time, temporary and casual employees on a pro-rata basis unless otherwise specified.
- (b) A temporary employee is defined as an individual hired for an emergency or for a defined term or special task to replace a regular full or part time employee who is absent due to illness, injury or leave of absence when such position cannot be filled by a member of the bargaining unit. Such vacancy shall not exceed six (6) months. The Union will be notified as to the nature of the leave of absence or special task for any employees hired to fill bargaining unit vacancies. This term may be extended for a further six (6) months on mutual agreement between the Employer, the Union and the Employee.
- (c) Temporary employees shall pay Union dues. The Employer may terminate a temporary position at any time.
- (d) Full-time employees are defined as persons regularly scheduled to work eighty-four (84) hours per week when averaged over one pay period being two (2) weeks.
- (e) Part-time employees are defined as persons regularly scheduled to work not more than twenty-four (24) hours per week.
- (f) Casual employees are defined as persons not regularly scheduled to work who are called in as required by the Employer.
- (g) The Employer will advise the Union in writing of the names of all volunteers, the type of services to be performed and their locations.

Within the first month of engaging a new volunteer the Employer will provide the Union with the opportunity of meeting the new volunteer, during work hours, for up to one (1) hour for the purpose of providing an orientation to volunteering in a unionized workplace. Once per year, the Employer will provide to the Union a report in electronic form on the number of volunteers and the number of volunteer hours used by the Employer in the preceding three month period.

3.05 Right to Distribute Literature and Notices

The union shall have the right to distribute literature and notices to members through the Employer's "mailbox" system. Also, the Employer shall install a Bulletin Board, specifically for the union's use, in an area commonly used by employees at the Employer's main office.

3.06 Time For Grievances and Negotiations

All time spent by employees attending grievance meetings or negotiations with the Employer locally (e.g. grievance meetings or negotiations) shall be without loss of wages, benefits or seniority.

3.07 Use of Photocopier and Fax Machine

The Union Executive and Stewards may use the Employer's photo copier or fax machine for union business. The copies shall be made during the Employer's hours of business and the union shall be charged a cost recovery rate per copy. The privilege shall be exercised so as not to interfere with the service activities or the Employer's need for the photocopier.

ARTICLE 4 – NO DISCRIMINATION

4.01 No Discrimination

The Employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Employer or by any of its representatives against any employees because of membership or non-membership in the Union or because of participation in any of the activities of the Union or as a result of filing a grievance.

4.02 No Discrimination – Employer

The Union agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practised by members or representatives of the Union against any employee of the Employer because of membership or non-membership in the Union.

4.03 No Discrimination - Mutual

It is agreed that there will be no discrimination by either the Employer or Union or the employees covered by this agreement on the basis of those grounds protected by the Ontario Human Rights Code.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union upon their first day of hire with the Employer.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall deduct from the wages of every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the National Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, Social Insurance Number, wage and amount of dues deducted from whose wages the deductions have been made.

6.03 Dues Receipts

The Union agrees to hold harmless and indemnify the Employer for any claims against it by any employee in relation to the deduction and remittance of Union dues. The Employer agrees to include the annual total of dues deducted on each employee's T-4 Slip.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer and the Union agree to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues check-off. The parties will schedule a mutually agreeable date and time to meet with new employees during regular working hours without a loss of pay to the union representative or new employee.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence Routing

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director or designate and the President of the Local Union, with a copy to the Recording Secretary of the Local Union. However, this will not preclude the Employer from sending a copy of correspondence to the CUPE National Representative.

A copy of any correspondence between the Employer, and his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Secretary of the Local Union or his/her designate.

ARTICLE 9 – LABOUR-MANAGEMENT RELATIONS

9.01 Representatives

The Union will supply the Employer with the name of its officers, and committee members before the Employer is required to recognize them. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

Up to three (3) employee members, may represent the bargaining unit in negotiations to renew the Collective Agreement

9.03

Labour Management Committee

- (a) It is agreed by the Union and the Employer that a Labour-Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern. Meetings shall be held on an as required basis with time, date and location to be jointly agreed to by both parties. Any meeting may be cancelled or deferred providing that both the Union and the Employer agree. These meetings shall be attended by a Union Committee comprising of two (2) members of the Union's Executive Committee. The Employer's members will include two (2) members from Management. At the request of either party a Board member may be invited if the parties have an unresolved issue. It is also agreed by the parties that any Union Committee may have the assistance of a CUPE National Representative in attendance at any Union Committee meeting with the Employer.
- (b) Union Committee Members will be given time off with pay to attend such meetings providing they advise their manager, giving reasonable notice of their commitment. Union Committee Member's travel, meals and accommodation expenses shall be paid for by the Union.
- (c) Minutes shall be taken at all meetings and approved by the Employer and the Union.
- (d) Nothing in this Article shall be construed so as to infringe upon any rights of the Employer or the Union as set forth in this Agreement.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01

Routing and Posting

All policies and regulations that affect any members of this Union will be inserted into the policy binders at each residence and the administration office.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where either party has acted unreasonably

11.02 Settling of Grievance

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

Step 1

The aggrieved employee(s) will first discuss the grievance with their direct Supervisor.

Step 2

Failing settlement being reached at Step 1, within five (5) working days, the Union Grievance Committee shall submit the written grievance to the Executive Director. Such written grievance must contain:

- a) The articles of the collective agreement that are allegedly violated;
- b) The date or date range of the facts which gave rise to the grievance;
- c) The details of the grievance;
- d) A statement of the matter in dispute;
- e) The resolution sought; and
- f) If the grievance is brought by the union, the common periods of availability of the grievor and the union representative accompanying the grievor following the submission of the written grievance.

The parties will have a period of up to thirty (30) calendar days from the date that the grievance is submitted, to attempt to resolve the matter(s) in dispute through a meeting(s) which shall involve the individuals with authority to resolve the grievance from both parties. During the resolution meeting(s) both parties will thoroughly consider the grievance, share all relevant information/documents and attempt to find a resolution. The governing principle will be that the parties have a mutual interest in finding a solution and avoiding, if possible, third party intervention. If the parties are unable to resolve the grievance, the Executive Director will provide the Union with a written response to the grievance, stating the reasons for the

decision, by the end of the thirtieth (30th) calendar day following the date of the submitting of the grievance to Step 2.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within a reasonable period of time.

11.03 Policy Grievance

Where a dispute involving a question of general application of interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by-passed. Such grievance shall be exchanged between the parties in accordance with Article 8.01 of this Collective Agreement.

11.04 Union Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, with the written consent of the affected employee or 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.

Such grievance shall be exchanged between the parties in accordance with Article 8.01 of this Collective Agreement.

11.05 Employer Grievances

The Employer may originate a grievance against the Union or against an employee, within ten (10) working days after the circumstances giving rise to the grievance have occurred.

The grievance will be exchanged between the Executive Director, or his designate, and the Local union.

A written decision will be given by the recipient within ten (10) working days of receipt of the grievance.

11.06 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step 4 above, the parties may, upon mutual agreement, engage the services of a Mediator in an effort to resolve the grievance and may

extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the Mediator.

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 by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days after receipt of the request, 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 chairperson.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party. The parties may agree to a single arbitrator by mutual agreement in writing.

12.03 Board Procedures

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at Justice, the Board shall, as much as possible, follow an informal procedure. It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable. The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement, nor give any decision inconsistent with it. However, in cases of suspension and/or discharge, the Board of Arbitration shall have the power to make a decision, as the Arbitration Board deems just and reasonable in all the circumstances.

12.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. When there is no majority decision, the decision of the chairperson shall be the

decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties subject to any proper court challenges that may be made by either party.

12.05 Expense of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints and witnesses it calls.
- (b) One-half (1/2) the fees and expenses of the Chairperson, or as applicable, the sole arbitrator.

12.06 Amending of Time Limits

- (a) With mutual agreement of the parties, any of the time limits in Articles 11 and 12 may be extended.
- (b) A working day as it applies to the Grievance/Arbitration procedure of this agreement shall be defined as any day of the week from Monday up to and including Friday, that is not a Holiday within the meaning of this Collective Agreement.

12.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses, provided that sufficient staff remain on duty to staff the Employer's various programs. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer's premises.

ARTICLE 13 – SUSPENSION/DISCHARGE PROCEDURE

13.01 Notification to Employee, Union

In cases of suspension and/or discharge the employee and the Union President or designate shall be given written notification, which may be electronic, prior to the end of the next working day.

This written notification shall specify whether the action taken will be suspension or discharge and in cases of suspension indicate the length of such suspension and date and time the employee is expected to return to work.

A grievance alleging unjust suspension or discharge will be heard under Step 2 of the Grievance Procedure as stated within this Collective Agreement.

13.02 Arbitration Board Decisions

Should a solution not be reached the Arbitration Board shall herein determine the difference or allegation and shall render a decision which shall be final and binding upon the parties and upon any employee affected by it.

13.03 Right to Have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose and nature of the interview, in order that the employee may contact his/her Steward to be present at the interview.

ARTICLE 14 – PERSONNEL RECORDS

14.01 Personnel Records

An employee shall have the right, upon twenty-four (24) hours notice to the Executive Director to review their personnel record in the presence of the Executive Director or their designate.

14.02 Clearing of Records

Any letter of reprimand or suspension will be removed from the records of an employee 12 months following the receipt of such letter or suspension provided that the employee's record has been discipline free for such 12 month period. Should such letter or suspension be related to any form of confirmed abuse, the documents may remain on file for an indefinite period of time. Confirmed abuse shall include verbal, physical and sexual abuse and/or serious negligence.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined

Seniority shall mean the length of continuous employment with the Employer in a position covered by this Agreement, and shall include employment with the Employer prior to the first Collective Agreement. Part-time, temporary and casual service shall be calculated on the basis of 2,080 hours of employment equaling one (1) year of full time service.

15.02 Seniority Lists

The Employer will prepare a seniority list which records full-time employees by hire date and all other employees by actual hours of work. For Part-Time, Casual, or Temporary employees becoming Full Time, the hire date will be adjusted utilizing actual hours of work (i.e. 2,080 hours equals one year). This report shall be updated twice annually in January and July, posted on the Administrator's Bulletin Board and a copy forwarded to the Union.

15.03 Probation for Newly Hired Employees

Newly hired employees shall be placed on probation for a period equivalent to seven hundred and fifty (750) hours of work. The probationary period may be extended with the written consent of the Employer, the probationary employee and the President of the Local Union or designate. Any extensions agreed to will be in writing and will specify the length of the extension. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or Arbitration and is at the sole discretion of the Employer. This shall not prevent the Union from grieving whether such termination was arbitrary, discriminatory, or in bad faith. Failing to comply with the Employer's policies or procedures will be deemed just cause for termination of a probationary employee.

15.04 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose their seniority in the event:

- 1) He/she is discharged for just cause and is not reinstated.
- 2) Fails to return to work within five (5) working days following a lay-off and after being provided with notice to return to work at the last known address by registered mail, unless prevented from returning due to sickness or other just cause. Where an employee is being recalled to a lower category from that laid-off from the employee may decline the recall – e.g., full-time recalled to part-time.
- 3) Is absent from work because of illness or injury for a continuous period of twenty-four (24) months.
- 4) The employee voluntarily resigns employment, abandons his position or retires. It is agreed that “abandons” as used above means that an employee fails to attend two (2) consecutive scheduled shifts except as provided for within the collective agreement.
- 5) Casual employees must work at least two (2) shifts per month if offered by the Employer, unless the casual employee is away from work on an approved leave of absence, or relocates so as to be reasonably unavailable for work. Failure to report to work for a shift previously accepted by an employee will be considered a refusal.
- 6) The employee is on layoff for twenty-four (24) continuous calendar months.

An employee who loses their seniority as a result of any of the above events, shall be considered as having terminated his employment.

15.05

Transfer and Seniority Outside Bargaining Unit

If an employee accepts a position with the Employer outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such

return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When any vacancy occurs or a new position is created, other than casual, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position electronically for one week. Employees desiring consideration in the filling of the job vacancy shall signify their desire by submitting a written memo electronically to the Manager indicated in the posting, during the period in which it is posted. Such memo shall contain information such as job title and posting number that identify the job applied for. The memo will be considered as received when it is in the possession of the appropriate manager or designate.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.03 Outside Applicants

No application due to outside advertising for any vacancy shall be considered until the applications of present union members have been fully processed.

16.04 Method of Making Appointment

In making staff changes, transfers or promotions to fill any vacancy or new position within the bargaining unit, appointment shall be made to the applicant with the greatest seniority providing the employee has the required qualifications.

16.05 Temporary Vacancies

Temporary full time vacancies which are not expected to exceed three (3) months will not be posted. The Employer may distribute the hours equitably among the part time employees in order of seniority.

The three month period may be extended to a maximum of six (6) months by mutual agreement between the Employer and the Union.

Once a temporary vacancy reaches six (6) months in duration it will be posted in accordance with Article 16.01.

16.06 Trial Period

When the successful applicant is assigned to a position requiring different skills than the one being held (e.g., vocational to residential, or relief Support Worker to Direct Care Worker I), the employee is subject to a trial period of 1040 working hours. During this time the employee will receive the necessary training for the position. Conditional on satisfactory service, the employee shall be declared permanent after the period of 1040 working hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee chooses to return to his/her former position during the trial period, the employee shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. During the trial period, the position vacated by the successful applicant may be filled by the senior casual or part time employee provided the employee has the minimum required qualifications to perform the necessary tasks to maintain the services offered by the position.

16.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the Administration bulletin board and copies in each bulletin binder.

The Union shall be notified of all appointments, hirings, lay-offs, transfers, retirements, leave of absences (greater than six weeks), recalls and terminations of employment within the bargaining unit.

16.08 Occupational Classification and Wage Rates

In the event that a new or changed occupational classification which falls within the bargaining unit is decided upon by the Employer as necessary to its operation, then the work, the job title and the wage rate shall first be determined and acted upon by the Employer for the purpose of assigning an employee and proceeding with the task to be then performed. Thereafter, the Employer shall immediately notify the Union of the action taken. If no formal protest is lodged in writing to the Employer by the Union within ten (10) working days of the date of such notice having been received, the new or changed occupational classification shall be deemed to become a modification of Appendix "A" of this Agreement. In the event a formal protest is made by the Union, the party shall arrange for a meeting for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by this means, then the Employer's decision shall stand for the purpose of continuing to have the work performed and the dispute shall be submitted to the grievance procedure at Step 3.

ARTICLE 17 – LAY-OFF AND RECALLS

Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

17.01 Role of Seniority in Lay-Offs and Recalls

Prior to laying off permanent full time or part time employees, temporary staff shall be terminated. Layoffs of permanent staff will occur in the following order:

- 1) Temporary full-time; and
- 2) Full-time

Sufficient part-time staff will be maintained to provide efficient schedules.

Further notice of layoffs will not be required for laid off part time employees who work casually and/or fill temporary positions during a period of lay off.

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.

17.02

Layoff Procedure

- (a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- (b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay-off; or
 - ii) Displace an employee who has
 - Less bargaining unit seniority in a lower or identical paying classification; and
 - Who has scheduled hours less than or equal to the employee being laid off; and
 - If the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clauses (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
 - v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the

employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

17.03 Notice of Lay-Off

In the event of a proposed lay-off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) Where possible, provide the Union with at least six (6) weeks' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected employees with notice in accordance with the Employment Standards Act or six (6) weeks' notice whichever is greater.
- c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

ARTICLE 18 – HOURS OF WORK

18.01 Normal Hours of Work

The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours per day or week or days of work per week:

- a) The work schedule for all full-time employees shall be either i., ii., or iii., as follows:
 - i. Up to twelve (12) hours per day and forty-two (42) hours per week when averaged over four pay periods being eight (8) weeks. This shall include a one half (1/2) hour paid lunch period each day. The lunch period and rest breaks shall be scheduled as may reasonably accommodate the services provided and if the schedule is not

agreed upon, then the schedule shall be determined by the Employer.

- ii. Thirty-five (35) hours per week comprised of five (5) seven (7) hour days, with an unpaid lunch period. The lunch period and rest breaks shall be scheduled as may reasonably accommodate the services provided and if the schedule is not agreed upon, then the schedule shall be determined by the Employer.
 - iii. Eight (8) hours per day and forty (40) hours per week. The lunch period and rest breaks shall be scheduled as may reasonably accommodate the services provided and if the schedule is not agreed upon, then the schedule shall be determined by the Employer.
- b) The work schedule for all part-time employees shall not regularly exceed twenty-four (24) hours per week when averaged over four pay periods being eight (8) weeks. An employee shall be permitted a paid one half (1/2) hour lunch period with a paid rest period of fifteen (15) consecutive minutes in both the first half and second half of each scheduled shift in an area made available by the Employer. A part-time employee who works a four (4) hour shift shall be granted one (1) paid fifteen (15) minute rest period. Part-time employees within the same department will be scheduled to work up to forty-eight hours per pay period, unless mutually agreed otherwise, prior to offering any shift to casual employees.

Call-outs to proceed on the following basis:

- a) Part-time employees based on allocation of call-out hours to date to a maximum of eighty-four (84) hours per week when averaged over one pay period being two (2) weeks.
- b) Casual employees secondly to be called should no other part-time employee be available as casual employees are not regularly scheduled.
- c) Employees scheduled to work on paid holidays will not be replaced except with the agreement of the employee.

- d) Any available shifts due to vacations, sickness, and or authorized leaves of absence will be offered to part-time employees first by seniority on a rotational basis up to eighty-four (84) hours per week when averaged over on pay period being two (2) weeks, then to casual employees.

18.02 Shift Premium

A shift premium of forty-five cents (\$.45) per hour will be payable to residential staff for all hours worked between 3:00 p.m. and 7:00 a.m., effective the first pay period after ratification.

18.03 Split Shifts

The Employer can schedule employees to work eight (8) hours in one (1) day split into two (2) shifts for only one SIL location. The first split shift shall be between 0800 and 1200 and the second split shift shall be between 1600 and 2000.

ARTICLE 19 – MANDATORY TRAINING OR MEETINGS

19.01 Attendance and Compensation

While in training or attending meetings an employee will be paid at the rate of pay he would have received had he not been in training. Travel time will only be paid for travel during regular working hours on regular working days.

Mandatory training, or meetings, re-training and refresher courses including NVCI and First Aid given to employees outside regular working hours will be paid at regular straight time rate.

In the event that training or meetings are made mandatory by the Employer, the Union agrees that disciplinary action may be imposed on employees who do not attend without an excuse which is reasonable to the Employer. Progressive discipline will be followed.

The Employer reserves the right to make any job related training or meetings mandatory to a specific employee, a specific group of employees or to all employees.

It is understood and agreed that although some training is desirable to employees, the Employer is under no obligation to make any training, or meetings mandatory.

Upon successful completion of the Standard First Aid Certification or refresher, the Employer will reimburse the cost of the training upon submission of the original receipt.

In all cases the Employer shall be responsible for securing replacement staff in order for employees to attend the training.

ARTICLE 20 – OVERTIME

20.01 Overtime Defined

All time worked in excess of eight (8) hours per day for those who are scheduled to work 8 hours per day, or all time worked in excess of twelve (12) hours per day for those who are scheduled to work 12 hours per day, or eighty-four (84) hours per week when averaged over one pay period being two (2) weeks shall be considered overtime.

20.02 Compensation for Overtime

All overtime work shall be compensated at time and one-half. Overtime shall not be paid more than once for any hours worked and there shall be no pyramiding of overtime with any other benefits.

Notwithstanding the above, the foregoing will not apply when employees agree to switch shifts.

20.03 Sharing of Overtime

Overtime and call back time shall be divided equally among employees within that particular program who are willing and qualified to perform the available work.

Overtime will be distributed in the following manner:

- a) On a rotating seniority basis. Employees who do not wish to be on the overtime list shall notify the Employer.
- b) An overtime assignment will be deemed to have been made when a call is placed.

- c) The Employer will be allowed to call an employee more than once when the overtime is non-urgent.
- d) If there is a difference of more than sixteen (16) hours between the employees on the list, then the employees with the lesser number of hours will be called until the difference is made up.
- e) An employee, who refuses, misses or is not available for an overtime opportunity will have that number of hours charged against them for the purpose of (d) above.

20.04 Call-In Pay Guarantee

An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at regular rates, actual hours worked, or time and one-half (1-1/2) whichever is the greater.

20.05 Time Off in Lieu

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a mutually agreed time to a maximum of eighty (80) hours. Regardless of the source of the lieu time accumulation, no employee shall have more than eighty (80) banked lieu hours at any one time. Banked lieu hours in excess of forty (40) must be used by March 31st or else these hours will be paid out on the next payday. All lieu hours earned between January 1st and December 31st of any year will be used or paid out by March 31st of the following year.

20.06 Dispute Re: Overtime

The parties agree that in the event of a dispute or grievance relating to the offering of overtime, the relief available shall be limited to the aggrieved employee(s) being offered the next suitable and available shift within the current or the immediately following averaging period.

ARTICLE 21 – REST PERIODS

21.01 Rest Between Change of Shifts

The Employer will endeavor to schedule no less than twelve (12) hours between normal scheduled shifts provided adequate staff is available to work. Overtime or other premium payments will result if the Employer is

unable to schedule more than eight (8) hours off between shifts.
Notwithstanding the above, the foregoing will not apply when employees agree to switch shifts.

ARTICLE 22 – PAID HOLIDAYS

22.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Victoria Day
Christmas Day	Dominion Day
Boxing Day	Civic Holiday
Family Day	Truth and Reconciliation Day

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

22.02 Compensation for Holidays Falling on Saturdays or Sundays

When any of the above noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the next regularly scheduled working day(s) (Monday and/or Tuesday) shall be deemed to be the paid holiday. This clause applies to those employees who normally work Monday to Friday inclusive.

22.03 Pay for Regularly Scheduled Work on a Paid Holiday

Any employee who is scheduled to work shall be paid at the rate of time and one-half (1-1/2) for all hours worked, plus equal time in lieu for the hours worked on the holiday, at a mutually agreed time.

Part-time employees shall receive payments for recognized holidays in accordance with the requirements as stated in the Employment Standards Act of Ontario as amended from time to time. Part-time employees will be paid at time and one-half (1-1/2) their regular rate of pay in addition to the holiday pay when working any of the above mentioned holidays. However, it is agreed that the Statutory Holidays to be recognized shall be those as per Article 22.01.

22.04 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above note paid holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay. The employee will advise the Employer of his/her option. The day off will be taken at a time mutually agreed upon.

22.05 Compensating For Paid Holidays Falling Within An Employee's Vacation Period

When a paid holiday as defined in this Agreement falls within an employee's vacation period, an extra day shall be added to the employee's vacation or may be taken as time off at some other mutually agreed time.

22.06 Paid Lieu Hours

Lieu hours earned from working on stat holidays will be assigned by mutual agreement between the Employer and the employee. If there is no agreement to schedule the lieu day within 6 months from the date the lieu day was earned, the Employer shall pay the employee for the time owed.

All lieu hours earned between January 1st and December 31st of any year will be used or paid out by March 31st of the following year.

22.07 Floaters

Employees shall also be entitled to three (3) floater holidays which are to be treated as a paid holiday with the meaning of Article 17.01 when taken. Such floaters shall be pro-rated in the employee's first year of employment, as rounded up to the nearest half-day (e.g. if the employee starts on July 1, they shall receive 1.5 floater holidays). Floaters shall be scheduled at a time which is mutually convenient to the Employer and the employee.

ARTICLE 23 – VACATION SCHEDULES

23.01 Length of Vacation

All full-time employees shall receive an annual vacation with pay in accordance with the calendar year as follows:

Year of Hire	1 day for each month
Year 2 – 5 inclusive	15 working days
Year 6 – 10 inclusive	20 working days
Year 11 – 15 inclusive	25 working days
Year 16 – 20 inclusive	30 working days
Year 21	35 working days
22 years or more	one (1) extra day per year of service to a maximum of 40 days

23.02 Vacation Schedules

Vacation requests must be submitted to the immediate Supervisor twice a year – March 1st and September 1st. Vacation schedules shall be posted by April 1st and October 1st of each year and shall not be changed without mutual consent of the Employer and the affected employee. However, preference in choice of vacation dates shall be determined by seniority. All vacation requests not submitted by March 1st or September 1st shall be considered on a first come first served basis with a minimum of 72 hours' notice during the normal hours of the supervisor – Monday to Friday. Vacation time off or other time off requests will not result in overtime. After discussing the matter with the employee, any vacation not scheduled by the employee by the 1st working day of January may be scheduled at the discretion of the Employer.

23.03 Part-time, Temporary, and Casual Vacation

- (a) Part-time, temporary, and casual employees shall accrue vacation pay and vacation time on the basis of 1750 hours equals on year of seniority as follows:

Vacation Pay

Years of Seniority	Percentage of Vacation Pay Accrued Per Year
Year of Hire	4%
Year 2-5 inclusive	6%
Year 6-7 inclusive	8%
Year 11-15 inclusive	10%
Year 16-20 inclusive	12%
Year 21	14%
22 Years or more	16%

Vacation Credits

Years of Seniority	Vacation Credits Accrued Per Year
Year of Hire	1 day per month
Year 2-5 inclusive	15 working days
Year 6-7 inclusive	20 working days
Year 11-15 inclusive	25 working days
Year 16-20 inclusive	30 working days
Year 21	35 working days
22 Years or more	40 working days

- (b) Part-time, Temporary or Casual employees will receive their vacation pay together with each and every regular bi-weekly pay. These employees have the option to request that their vacation pay be accrued by the Employer for use in the event that vacation time is taken. If a request for vacation pay is attached and submitted with the employee's time sheet, such pay will be paid in the same pay period. Total accrued vacation will be paid to the employee:
- 1) following a request giving at least three (3) working days notice, on the last office day preceding commencement of his/her vacation schedule of at least five consecutive days.
 - 2) when the employee is laid off.
 - 3) when the employee is discharged or resigns.
 - 4) on the first payday following March 31 of every year.
- (c) Requests to have vacation pay accrued must be submitted, in writing, to the employee's respective supervisor. Once an employee has chosen the option to have vacation pay accrued, this will

remain in effect indefinitely. Switching from one method of receiving vacation pay to the other may be allowed at the full discretion of the Employer.

23.04 Christmas – New Year's Schedule

Employees shall have either Christmas Day or New Year's Day off, whenever possible. It is the intent and spirit of both parties to try to accommodate vacation schedules during the Christmas period whenever possible.

23.05 Unbroken Vacation Period

An employee may receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

23.06 Approved Leave of Absence During Vacation

Where an employee qualifies for bereavement or jury duty during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed upon.

23.07 Compensation As a Result of Illness/Injury During Vacation

When a full-time employee on a scheduled period of vacation is incapacitated for one (1) week, or more of such vacation as a result of serious illness or accident, such employee shall be entitled to claim sick pay in lieu of vacation, provided they have sick leave credits for such days. An employee may be required to produce a certificate from a medical practitioner for any illness or injury during vacation for which the employee is requesting sick pay. The period of vacation so displaced shall be rescheduled at the discretion of the Employer.

23.08 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

An employee terminating employment at any time in the vacation year, after using his/her vacation or floating holidays, shall be liable to a

proportionate payment of salary or wages to repay such vacation or floating holidays.

ARTICLE 24 – SICK LEAVE

24.01 Utilization of Sick Leave Days

Sick leave days may be used for the period of time an employee is absent from work by virtue of being sick or disabled, while attending examination or treatment, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

24.02 Amount of Paid Sick Leave

Full time employees shall earn sick leave at the rate of one and one-half (1 ½) days for every month. If an employee is absent from work due to illness for two (2) consecutive months they will not continue to accumulate sick time for the remainder of their absence.

24.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for his/her future benefits up to a maximum of one hundred and eighty (180) days.

24.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days or part days absent for sick leave.

24.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.

If the absence is to attend an out of town medical appointment, proof of such appointment may be required.

24.06 Sick Leave During Leave of Absence and Lay-Off

- (a) When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence

but shall retain his/her cumulative credit, if any, existing at the time of such lay-off.

- (b) If a full-time employee on authorized vacation or on leave of absence is unable to return to employment when scheduled to do so because of illness or injury, such employee will be entitled to use any accumulated and unused sick leave standing to his/her credit.

24.07 Sick Leave Records

Once each month the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

24.08 Sick Leave Regarding Family Members

An employee shall be allowed to utilize up to five (5) days per year of accumulated sick leave credits for the purpose of providing care for spouse, dependent child or other immediate family residing with the employee (Note: Immediate family is defined in Article 25.03.). Such usage is restricted to the purposes outlined in Article 24.01. In cases of suspected abuse management may require proof of the care of the family member.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 Leave for Union Business

- (a) Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer up to the point at which time the Union makes application for conciliation services. Such leave shall be granted to more than two (2) employees if the Employer can reasonably accommodate it.
- (b) Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance procedures.

Leave of absence without pay but no loss of credits shall be granted when required to attend arbitration hearings. Employees on such leave of absence shall receive the pay and benefits provided for in this Agreement. However, the Union shall reimburse the Employer for all pay and benefits paid by the Employer during a leave of absence covered under this clause.

- (c) The Employer, upon receiving two (2) weeks notice in writing, shall grant leave of absence to not more than two (2) employees to attend Union conventions, seminars, education classes or other Union business. Such leave shall be granted to more than two (2) employees if it can be reasonably accommodated by the Employer.

Employees on such leave of absence shall receive the pay and benefits provided for in this Agreement. However, the Union shall reimburse the Employer for all pay and benefits paid by the Employer during a leave of absence covered under this clause.

- (d) All of the above employee representatives shall be members of the bargaining unit.

25.02 General Leave

Leave of up to five (5) consecutive days without pay may be granted to an employee for good and sufficient cause. Employees will submit written requests for leave to management.

The Employer shall grant a leave without pay, to a maximum of five (5) days per calendar year, for employees to attend to their public responsibilities as Town Councillors and School Board Trustees. Employees will submit written notification of leave to management.

25.03 Bereavement Leave

Employees

- a) Five (5) working days with pay will be granted in the case of bereavement involving immediate family members. Such leave is to be taken immediately following the death of their loved one, or taken to coincide with the day of the funeral and or ceremony. Immediate family shall be interpreted to be foster or step parent, parent, spouse including common-law spouse, children, foster or step children, sibling, grandparent, grandchild.
- b) Two (2) working days leave with pay will be granted in the case of other family members defined as; niece, nephew, uncle and aunt, or the gender-neutral equivalent of any of the four.
- c) An additional two (2) working days with pay will be allowed as bereavement leave if an employee must travel for eight hundred

(800) kilometers one way for bereavement. This article applies to full-time staff for the days that they were scheduled to work.

Part-time and Casual staff will be paid bereavement days in accordance with the preceding allotments for those days they were scheduled to work within a two week period around the day of the funeral and or ceremony.

25.04 Jury Duty

The Employer shall pay an employee who is required to serve as a juror or court witness for the Crown, his/her normal earnings provided that the employee remits to the Employer the pay he/she receives for jury service or court witness. The employee will present proof of service and the amount of pay received.

25.05 Pregnancy or Parental Leave

Leave of absence without pay for pregnancy or parental leave shall be granted in accordance with the Ontario Employment Standards Act.

An employee on pregnancy leave or parental leave shall continue to accumulate seniority. The Employer will continue to pay benefits on behalf of the employee for a period of time prescribed by the Employment Standards Act, 2000.

On the employee's return from pregnancy or parental leave, the employee shall be placed in their former position or the position that they posted into while on leave.

The employee shall provide at least two (2) weeks notice of the date of return from pregnancy or parental leave.

25.06 Adoption Leave

Where an employee seeks leave due to adoption, the provisions of clause 25.05 shall apply.

25.07 Education Leave

(a) The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the work force. Accordingly, the Employer agrees that employees with five

(5) years employment who wish to further their education related to the Employer's major objectives, shall be permitted up to two years of educational leave without pay. Benefits based on service and seniority accrued prior to the leave, shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which the employee held prior to the educational leave. Each application for leave shall be judged on its own merits, provided that not more than one (1) person shall be permitted to be away on such leave at the same time.

(b) Temporary Position for Educational Leave

The Employer may hire a temporary replacement for the employee away on approved educational leave or to fill a temporary vacancy created as a result of such educational leave.

(c) Payment for Tuition Fees, Books, etc.

The Employer will pay the costs of any work related course, including tuition fees and books, upon successful completion, and upon prior consent from the Employer to enroll in the training program. The Employer may withhold consent in their sole discretion.

25.08 Leave of Absence for National or Provincial Association for Community Living

At the request of the employee, the Employer may allow employees to attend conferences, conventions and workshops related to Associations for Community Living with pay and without loss of seniority.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.01 Pay Days

The Employer shall pay salaries and wages bi-weekly (26 pay periods per year), by direct deposit, in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday each employee shall be provided with an itemized statement of his wages, overtime, supplementary pay and deductions.

26.02 Kilometre Rates

Kilometre rates paid to an employee using their own vehicle on approved Employer business shall be sixty (60) cents per kilometre for all kilometres traveled.

26.03 Meal Allowance

Employees will be reimbursed for funds spent on obtaining meals while out with a person on approved Employer business, where they could not leave the person unescorted. All requests for reimbursement should be submitted with accompanying receipts and submitted to their supervisor for processing. Note that the reimbursements will be allowed for legitimate expense for "meals" only, and will not be approved for sundry expenses ie cases of pop; gum; etc. Breakfast reimbursement will not be approved at the start of the day.

Meal allowance can be applied as well when an employee is away on approved Employer business.

Note that the following reimbursement schedule will apply up to the maximum dollar figure and is by no means a minimum guaranteed.

Breakfast	\$15.00
Lunch	\$20.50
Dinner	\$30.50

26.04 Transfer to a Higher Rated Position Within Bargaining Unit

When assigned to a higher rated position for a temporary period in excess of ten (10) days, the employee will receive the increase to the start rate of the temporary position or to the next higher rate of the temporary position, whichever is greater.

26.05 Pay on Transfer, Lower Rated Job

When an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, his/her rate shall not be reduced. This clause does not apply to postings made by an employee on the exercise of any bumping or recall rights.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Employer to Provide Job Descriptions

The Employer agrees to provide a job description for all employees in the bargaining unit.

27.02 Changes in Classification

- (a) The Employer shall prepare a new job description whenever a new job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.
- (b) In the event an employee who has completed his probation period requires training as determined by the Employer to perform a job in a position to be changed, the Employer agrees to allow the employee up to three (3) months for the purpose of retraining. During the period of training, the position may be filled by temporary staff.
- (c) Should the employee fail to perform satisfactorily in the new position. They shall return to his/her previous position. Employees displaced by any technological change will be given first opportunity to apply for any new position created by such technological change or any other vacant position before any person outside the bargaining unit is hired to fill the resultant job.

ARTICLE 28 – EMPLOYEE BENEFITS

The Employer agrees to contribute one hundred (100%) towards the premium coverage of eligible regular full time employees under the insurance plans set out below, subject to their respective terms and conditions including and enrolment requirements. Articles 28.01 to 28.06, 28.08 and 28.09 do not apply to Casual and Temporary employees.

The Employer may substitute another carrier for any of the insured benefit plans provided that an equivalent level of benefits are maintained. The Employer agrees that in any benefits plan/carrier decision, including a change in the benefits provider, that the Union will be notified thirty (30) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

28.01 Group Life Insurance – Full-Time Employees
Basic Life – Full-Time Employees

Basic Life and Accidental Death and Dismemberment
Two times the salary to a maximum of \$250,000.00.
Benefit of amount reduces to 50% at age sixty-five (65) and terminates at age seventy (70) or earlier retirement.

Dependent Life – Full-Time Employees

Spouse	\$5,000.00
Children	\$2,500.00

28.02 Long Term Disability Full-Time Employees

Benefit formula 66.67% of basic monthly income
Waiting period seventeen (17) weeks both accident and sickness.
Benefit to age sixty-five (65) or earlier retirement.

28.03 Extended Health Care – Full-Time Employees

- Hospital Accommodation Maximum Daily Rate – Reasonable and customary charges for semi-private or private room which are in excess of the standard ward rate.
- No deductible.
- Overall Lifetime maximum unlimited per person.

Coverage Highlights

- Drugs requiring a prescription. (Pay-Direct Drug Plan)
- Out of country doctor or hospital.
- Deluxe Travel Plan. Maximum Amount – Unlimited.
- Ambulance.
- Hearing aid, maximum \$700.00 every sixty (60) consecutive months.
- Private duty nursing, maximum \$10,000.00 per calendar year.

- Orthopedic devices, yearly maximum \$300.00 for orthopedic shoes and other orthotics.
- Psychologists, (including MSW/Clinical Counsellors), maximum \$500.00 per practitioner per year.
- Paramedical Services, (Chiropractor, Dietician, Registered Massage Therapist, Naturopath, Osteopath, Physiotherapist, Podiatrist/Chiropodist, Specialist in Acupuncture, Speech Therapist \$500.00 per practitioner per year.
- A Physician's prescription (referral) is not required for any of the Paramedical Practitioners listed above.
- Dental Benefit – Preventative. Plan Maximum Amount \$2,500.00 Unlimited payable in accordance with the current Ontario Dental Association suggested fee guide for general practitioners.
- All the benefits in this clause have nil deductible amount and nil co-payment amount.

28.04 Vision Care – Full-Time Employees

Prescription glasses or contact lenses or laser eye surgery \$400.00 every twenty-four (24) months for adults and 12 months for dependent children. Special Contact Lens (Maximum: \$300.00).

One eye exam is eligible in any period of 24 months for both adults and dependent children.

28.05 Continuation of Benefits During Leave

The above benefits will continue as long as an employee remains actively employed. In the case of a leave due to pregnancy/parental leave the benefits will continue to be provided in accordance to Article 25.05. In the case of illness or disability the benefits will continue for a period of six (6) months, unless extended for a period determined by the Board of the Employer at the sole discretion of the Board. For all other leaves of absence the benefits terminate after thirty (30) days.

28.06 Extension of Benefits to Surviving Dependents

Two year extension of benefits to surviving dependents. All costs are paid 100% by the Employer.

28.07 Benefits for Temporary Employees:

The parties agree that Temporary and Casual employees will be paid eleven and one half percent (11.5%) of actual wages, in lieu of benefits, on all regularly scheduled hours of work.

28.08 Continuation of LTD Premiums During Work Stoppage

In the event of a work stoppage, the Employer agrees to continue contributing its share of the LTD premiums for the duration of the stoppage if the insurance carrier will allow the benefit to remain in effect during the stoppage. The Employer will bill the Union for any costs incurred. The Union will make its remittance within one month of being billed. It is acknowledged that the Employer is only responsible for making the premium payments and will not be required to make any payments to an employee in the event a claim is denied.

28.09 WSIB Claims – Loan to Employee

The Employer agrees to cover all employees under the Workplace Safety and Insurance Act (WSIA). Employees will have access to sick leave credits and/or Long-Term Disability until such time as the employee's claim for benefits is approved by the WSIB.

In the event of an employee submitting a WSIB claim the Employer will provide to the employee a loan in anticipation of WSIB payments equal to eighty-five (85) percent of the employee's regular net earnings on a bi-weekly basis.

Upon receipt of payment from WSIB, the loan will be repaid in full by the employee.

In order to qualify for this loan the employee must have sufficient sick time credits to cover the period against which the loan applies.

Claims not approved by the Compensation Board shall be charged against the employee's sick leave credits.

28.10 Multi Sector Pension Plan (MSPP)

- .01 In this Article, the terms used shall have the meanings as described:
- a) "Plan" means the Multi-Sector Pension Plan
 - b) "Applicable Wages" means the basic straight time wages for all hours

worked and in addition:

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. 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.

(c) "Eligible Employee" means all employees in the bargaining unit.

- .02 Commencing April 1, 2017 each Eligible Employee shall contribute for each pay period an amount to 4.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 4.5% Applicable Wages to the Plan.
- .03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- .04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article .04 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender

ii) To Be Provided with Each Remittance

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

iii) To Be Provided Initially and as Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status

iv) To be Provided Annually but no later than December 1

- Current complete address listing

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

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

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

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

28.11 Part-Time Employee Benefits

The Employer shall continue life, health, and disability income insurance for permanent Part-Time employees.

ARTICLE 29 – JOB SECURITY

29.01 Restriction on Contracting Out

In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person or company.

This shall not apply to special services required for which the employees may not be fully qualified or capable of providing or special projects required by or contracted out to the Employer.

ARTICLE 30 – GENERAL

30.01 New Programs

Where new programs are being implemented, management will inform the Union before implementation to discuss wages, hours of work and other responsibilities of the new program as it pertains to the bargaining unit.

30.02 Copies of Agreement

The Employer shall type and provide a copy of the Collective Agreement to all employees at its expense.

30.03 Disclosure

The employer shall provide the union with reports when generated on Passport statistics including usage, administration fees charged by the agency wages, benefits and such other information the union deems necessary. The issues of Passport shifts shall be a standing item on the Labour Management agenda.

ARTICLE 31 – WAGES

31.01 Wages and Salary Grid

Wages and salary grid shall be as per Schedule "A" attached hereto and forming part of this agreement.

31.02 Retroactivity

Increases to the salary schedule shall be retroactive to the date of the expired collective agreement unless otherwise indicated. The Employer will provide all retroactivity within thirty (30) days within reaching an agreement on wage increases and or following written notice of ratification. All retroactivity will be paid to employees on a separate cheque or direct deposit. All employees, including those who were on the payroll as of the date of the expiry of the previous collective agreement regardless of their employment status, shall receive retroactive pay.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2026 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within a period of ninety (90) days prior to March 31, 2026 or within a period of ninety (90) days prior to March 31 in any year thereafter, that it desires its termination or amendment.

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.

32.03 No Strike or Lockout

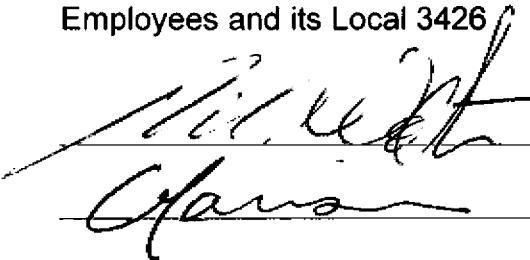
There shall be no strikes or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have their meaning attributed to them in the interpretation section of the Labour Relations Act, R.S.O. 1995.

Dated this 16th day of November, 2023.

Signed on behalf of:
The Superior Greenstone
Association for Community Living



Signed on behalf of:
Canadian Union of Public
Employees and its Local 3426



ARTICLE 33 – HEALTH AND SAFETY

Violence in the Workplace

33.01 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

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

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

33.03 Joint Health and Safety Committee

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

All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to employees.

- b) Including but not limited to, policy, and/or training recommendations, which will be forwarded to the Employer.
- c) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfill its functions. In addition, the Employer will provide the Committee with all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of information.
- d) In workplaces with fewer than twenty (20) employees the Union shall select at least one (1) bargaining unit member to act as a Health and Safety Representative. The health and safety representative shall have all the powers and responsibilities entitled to Health and Safety Representative as stipulated under the Act.

In addition, a Health and Safety Representative shall have the power to:

- (i) identify situations that may be a source of danger or hazard to employees;
- (ii) Make recommendations to the Employer and the workers for the improvement of the health and safety of employees; and
- (iii) recommend to the Employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of employees.
- e) It is agreed that at least one member from the Union and one member from management on the Joint Health and Safety Committee, or the Health and Safety Representative where no committee exists, will successfully complete certification training. Committee members shall

also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense, and will be considered as time worked with no loss of wages.

- f) A member of a committee, or Health and Safety Representative where no committee exists, 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
 - (iii) such time as is necessary to carry out the member's duties.
- g) A member of a committee shall be deemed to be at work during the times described in 33.03 e and the member's Employer shall pay the member for those times at the member's regular or premium rate of pay.

33.04 Definition of Violence

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behaviour that abuses, devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur when working off-site and/or duty.

33.05 Notice

Where a worker is critically injured (as defined by the Occupational Health and Safety Act of Ontario Regulation 834), killed, or sustains lost time injury as a result of workplace harassment or violence, the Employer shall in addition to the duties prescribed by the Occupational Health and Safety Act of Ontario and Workplace Safety and Insurance Act shall within 24 hours notify in writing the members of the Joint Health and Safety Committee, or Health and Safety Representative where no committee exists, and Local Union and provide the parties with a copy of any and all information provided to the Ministry of Labour as directed by prescribed

regulation under the OHSA. In addition to the foregoing, all incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee within 72 hours.

33.06 Hazard/Risk Assessment

The Employer shall in consultation with the Joint Health and Safety Committee or Health and Safety Representative where no committee exists a member designated by the Local Union assess the hazard/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. The parties must take into account the circumstances of the workplace and circumstances common to similar workplaces.

Results of the assessment shall be provided in writing to the Joint Health and Safety Committee, Health and Safety Representative where no committee exists, and Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma. Assessment results shall also consider violence and harassment from all sources.

Further, if the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

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

33.07 Reassessments

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

- i. The workplace moves or the existing workplace is renovated or reconfigured.
- ii. There are significant changes in the conditions of work (e.g. change in closing times).

- iii. There is new information on the risks of workplace violence and or harassment.
- iv. A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

33.08 Provision of Information

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

- i. The worker can be expected to encounter the person in the course of his or her work, and
- ii. The risk of violence is likely to expose a worker to physical or psychological injury/trauma.

In particular, the Employer shall:

- iii. advise a worker of the existence of any potential or actual danger to the health and safety of the worker of which the supervisor is aware;
- iv. provide a worker with written instructions as to the measures and procedures to be taken for protection of the worker; and
- v. take every precaution reasonable in the circumstances for the protection of a worker.

33.09 Training

The Employer in consultation with the Health and Safety Committee, Health and Safety Representative where no committee exists, and Local Union, will review any recommendations flowing from the committee or Health and Safety representative, and shall develop, establish and provide educational programs and all training the JHSC deems appropriate to protect workers. The Employer agrees to provide training and information on the prevention of violence and harassment to all employees who come into contact with potentially aggressive persons. This training will be required initially during the orientation period and updated on an annual

basis for all employees. Training will be treated as time worked and employees will be paid their rate as per the collective agreement.

33.10 Staffing Levels to Deal with Potential Violence

The Employer agrees to maintain an adequate number of bargaining unit members to ensure a health and safe workplace for employees and people supported at all times.

33.11 No Discrimination or Dismissal

- a) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of her or his assigned work.
- b) No Employer or person acting on behalf of an Employer shall:
 - (a) dismiss or threaten to dismiss a worker;
 - (b) discipline or suspend or threaten to discipline or suspend a worker;
 - (c) impose any penalty upon a worker; or
 - (d) intimidate or coerce a worker,because the worker has acted in compliance with this Act or the regulations or an order made there under, has sought the enforcement of this Act or the regulations or has given evidence in a proceeding in respect of the enforcement of this Act or the regulations or in an inquest under the Coroner's Act.

33.12 Court

Any time spent in criminal court as a result of workplace violence will be considered time worked.

SCHEDULE "A"

April 1, 2023 – 2%

LEVEL	Sleep	CLASS			
		DC1	DC2	COP	Secretary
Start	17.95	22.66	24.64	24.64	27.64
1	18.31	23.01	25.34	25.34	28.34
2	18.67	23.36	25.99	25.99	28.99
3	19.04	23.74	26.42	26.42	29.42

April 1, 2024 – 1.5%

LEVEL	Sleep	CLASS			
		DC1	DC2	COP	Secretary
Start	18.22	23.00	25.01	25.01	28.05
1	18.58	23.36	25.72	25.72	28.77
2	18.95	23.71	26.38	26.38	29.42
3	19.33	24.10	26.82	26.82	29.86

April 1, 2025 – 1.5%

LEVEL	Sleep	CLASS			
		DC1	DC2	COP	Secretary
Start	18.49	23.35	25.39	25.39	28.47
1	18.86	23.71	26.11	26.11	29.20
2	19.52	24.07	26.78	26.78	29.86
3	19.62	24.46	27.22	27.22	30.31

Signing Bonus: The Employer agrees to pay each employee existing at the time of ratification a one-time signing bonus in the amount of 2% of that employee's wages on their hours worked in the last fiscal year (April 2022 to March 2023), subject to regular statutory and payroll deductions, within 30 days of the ratification of the Collective Agreement.

Permanent Full-time employees hired prior to June 10, 1991 will be placed on the grid as (Direct Care Worker II) providing they work towards obtaining the skills needed to fulfill all aspects of the job. Should an employee refuse to update their skills for the job where it is affecting their work performance the employee may be demoted to a (Direct Care Worker I) STATUS.

Direct Care Worker I: will be defined as any permanent Full-Time employee who is at entry and initial training level and having no formal training and all Part-Time, Temporary and Casual employees.

Direct Care Worker II: will be defined as permanent Full-Time employee who is fully qualified with formal training as required for the job. Formal training will be considered to be the possession of the appropriate diploma or degree for the job being held. Only employees already classified at this level or those appointed to a posted vacancy at this level will be classified as Direct Care Worker II's.

Increments on the grid are intended to be in recognition of experience with the Employer in a particular position or capacity. Increments in the grid shall be granted for service in the capacity where the seniority is earned. This will mean that a (Direct Care Worker I) who qualifies to be promoted to the capacity of (Direct Care Worker II) shall be placed at the start level for this capacity. Should an employee who has earned their seniority in the area of administrative support obtain a position as a (Direct Care Worker) the employee shall be placed at the start level of the appropriate grid section, (or vice versa).

Subject to the above the terms of this salary grid will be applied as follows:

PART-TIME EMPLOYEES

START RATE	- up to 440 hours for part-time and casual employees.
LEVEL I	- from 441 hours to 1750 hours inclusive.
LEVEL II	- from 1751 hours to 3500 hours inclusive.
LEVEL III	- from 3501 +.

FULL-TIME EMPLOYEES

START RATE	- up to completion of three (3) months.
LEVEL I	- from three (3) months to one (1) year.
LEVEL II	- from one (1) year to two (2) years.
LEVEL III	- two (2) years +.

Any employee who posts or bumps into a lower classification will be placed in that classification at a level consistent with her seniority.

SCHEDULE "B"

PARTICIPATION AGREEMENT
(For Provinces Other Than Quebec)

The Agreement made this 1st day of July, 2009.

BETWEEN:

Superior Greenstone Association for Community Living

(the "Employer")

-AND-

MULTI-SECTOR PENSION PLAN

by its Trustees
(the "Trustees")

In consideration of the Employer becoming a participating Employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 3426 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 1st day of April, 2009 (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (Declaration of Trust") which established the Plan.


2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. 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 any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. For further specificity, the information required for each Eligible Employee is as follows:
 - i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund
 - Entry date (for the purpose of calculating past service credit)
 - Gender
 - ii) To Be Provided with Each Remittance

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

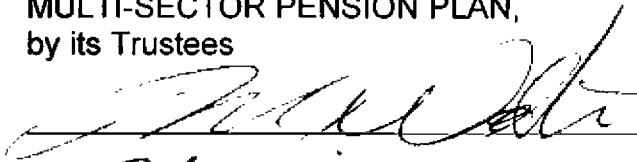

- iii) To Be Provided Initially and As Status Changes
Full Address
Termination Date Where Applicable (MM/DD/YY)
Marital Status

Dated this 16th day of November, 2023.

EMPLOYER:



MULTI-SECTOR PENSION PLAN,
by its Trustees

LETTER OF UNDERSTANDING

Between:

SUPERIOR GREENSTONE ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3426
(hereinafter called the "Union")

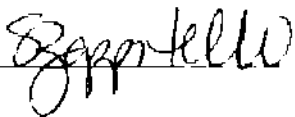
Re: Joint Lobby and Central Bargaining Forum

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

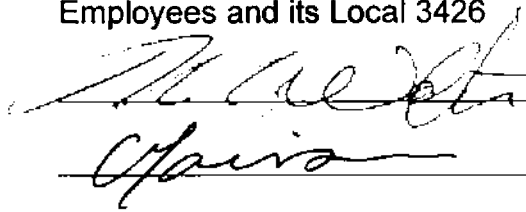
The Employer and the Union further agree to attend a forum hosted by CUPE where the concept of central bargaining will be explored.

Dated this 16th day of November, 2023.

Signed on behalf of:
The Superior Greenstone
Association for Community Living



Signed on behalf of:
Canadian Union of Public
Employees and its Local 3426



LETTER OF UNDERSTANDING

Between:

SUPERIOR GREENSTONE ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called the "Employer")

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3426
(hereinafter called the "Union")

Re: Scheduling

The parties agree to form a scheduling committee consisting of up to three (3) members of the Union, representative of Full Time and Part Time employees, and two (2) members of the management team.

The committee will review full time and part time complements in relation to client support needs with a view to maximizing hours if possible.

The committee will make recommendations to the Management team. Management will consider the recommendations in order to make a final determination of appropriate staff compliment.


Core Competencies

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

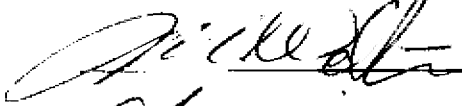
Core Competencies shall not form the basis of any disciplinary action, including but not limited to warnings, suspension, promotion denial, demotion or transfer denial, by the Employer.

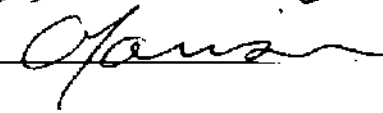
Dated this 16th day of November, 2023.

Signed on behalf of:
The Superior Greenstone
Association for Community Living



Signed on behalf of:
Canadian Union of Public
Employees and its Local 3426





LETTER OF UNDERSTANDING

Between:

SUPERIOR GREENSTONE ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called the "Employer")

And:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3426
(hereinafter called the "Union")

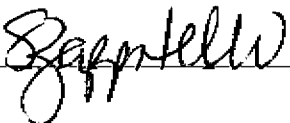
Re: DCII Qualifications

The parties agree that the following will clarify the qualifications required for an employee to be considered for the position of Direct Care Worker :II

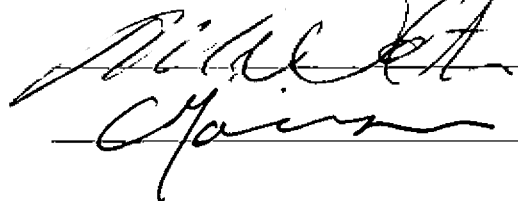
Direct Care Worker II: will be defined as a permanent full-time employee who has successfully posted on a DCII position and is full qualified for the job. Qualifications for the position will be considered to be the possession of a DSW diploma along with two years full-time experience with the Employer or for those who do not possess a DSW diploma five full time years with the Employer. In the instance where more than one candidate is qualified then seniority will prevail. Employees already classified at this level or those appointed to a posted vacancy at this level will be classified as Direct Care Worker II's.

Dated this 16th day of November, 2023.

Signed on behalf of:
The Superior Greenstone
Association for Community Living



Signed on behalf of:
Canadian Union of Public
Employees and its Local 3426



LETTER OF UNDERSTANDING

Between:

SUPERIOR GREENSTONE ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called the "Employer")

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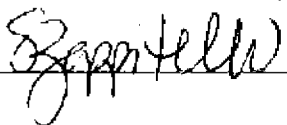
Re: Direct Funding and Residential Living

The Union and the Employer recognizes that many people applied for direct funding from the Province prior to entering residential living. After entering residential living, direct funding for the people supported were eventually approved and the people received both direct funding and residential living. However, people in residential living who then applied for direct funding were denied by the Province thus creating a two-tier system.

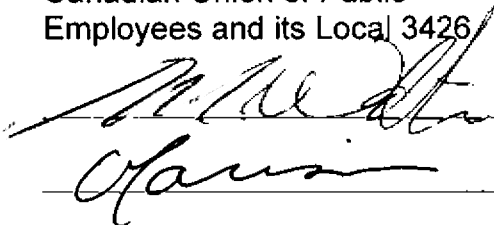
The Parties agree to lobby the government to create a fair and equitable system that incorporates residential living and direct funding.

Dated this 16th day of November, 2023.

Signed on behalf of:
The Superior Greenstone
Association for Community Living



Signed on behalf of:
Canadian Union of Public
Employees and its Local 3426



LETTER OF UNDERSTANDING

Between:

SUPERIOR GREENSTONE ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called the "Employer")

And:


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3426
(hereinafter called the "Union")

Re: Sleep Shifts, Allan Gordon

The Union and the Employer recognize that the Employer no longer utilizes sleep shifts as it did under the Collective Agreement expiring March 31, 2023. However, the Employer agrees to permit Allan Gordon to continue to work sleep shifts being one 8-hour night shift per day.

Dated this 16th day of November, 2023.

Signed on behalf of:
The Superior Greenstone
Association for Community Living



Signed on behalf of:
Canadian Union of Public
Employees and its Local 3426

