



COLLECTIVE AGREEMENT

BETWEEN:

COMMUNITY LIVING - SOUTH MUSKOKA

(hereinafter referred to as the "Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1813.08**

(Para-Professional Unit)

(hereinafter referred to as the "Union")

April 1, 2020 - March 31, 2023

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this agreement is to facilitate and encourage a high calibre of service to those persons the Association is committed to assist by;
- 1.** Maintaining and improving harmonious relations and settled conditions of employment between the Association and its employees;
 - 2.** Facilitating joint discussions pertaining to working conditions and employment;
 - 3.** Encouraging efficiency of operations;
 - 4.** Ensuring safe working conditions;
 - 5.** Promoting the moral well-being and security of all employees in the Bargaining Unit of the Union;
 - 6.** All references to the masculine gender in this Agreement shall also be read in the feminine gender or vice versa, wherever the context so requires.

ARTICLE 2 - RECOGNITION

- 2.01** (a) The Association agrees to recognize the Canadian Union of Public Employee's Union as the sole collective bargaining agent for all employees of Community Living-South Muskoka regularly employed as Para-Professional Support Workers save and except Bookkeeper and those above the rank of Bookkeeper, and any persons for whom a trade union held bargaining rights on November 26, 1996.
- (b) All government incentive programs shall be discussed with the Union prior to implementation.
- (c) A temporary employee is one who is employed for a specified time period to, for example, replace an employee who is ill or on a leave of absence for a time period of up to twelve (12) months and one (1) day. The time period will be eighteen (18) months and one (1) day for pregnancy leave.
- (d) No supervisor shall perform work of the bargaining unit if such work would result in the layoff of any regular employee.
- (e) Volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis to enrich programs or provide other services shall not perform work of the bargaining unit where such work in itself will result in the layoff of bargaining unit employees.
- 2.02** The Association will not enter into any other agreement with those employees for whom the Union has bargaining rights, which will conflict with any provisions of this agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** Each of the parties agree that there will be no discrimination, harassment, interference, restriction, or coercion exercised or practised upon any employee of the Employer in the matter of: hiring, classification, wage rates, training, transfer, promotion, lay-off, recall, discipline or otherwise, by reason of any protected grounds as outlined in the *Ontario Human Rights Code*, R.S.O.,1990, C.H. 19, or by reason of his membership, non-membership, or activity in the Union.
- 3.02** There will be no union activity on the Employer's premises during working hours except as provided in this agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** Except and to the extent specifically modified by an express provision of this Agreement, the Union acknowledges that all rights and prerogatives of management are retained by the Association and remain exclusively and without limitation within the rights of the Association and its management. Without limiting the generality of the foregoing, the Association's exclusive rights, power and authority shall include, but shall not be confined to the right to:
- a)** Maintain order, discipline and efficiency;
 - b)** Hire, assign, retire, discharge, direct, promote, demote, classify, evaluate, transfer, lay-off, recall, suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee who has completed the probationary period may be the subject of a grievance and dealt with as hereinafter provided;
 - c)** Make and enforce and alter from time to time rules and regulations to be observed by all employees;
 - d)** Determine in the interest of efficient operation and the highest standards of service, classifications, the description of the jobs, hours of work, work assignments, work locations, methods of doing the work, and the working establishment for any service and the standards of performance for all employees;
 - e)** Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith. Without restricting the generality of the foregoing, this includes, the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, and the increase or the reduction of personnel in any particular area or location.
- 4.02** The Association agrees that it will not exercise these management rights in a manner which is in violation of a specific provision of this Agreement.

ARTICLE 5 - NO STRIKE OR LOCK-OUT

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

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

ARTICLE 6 - UNION MEMBERSHIP AND PAYMENT OF DUES

6.01 Any employee in the bargaining unit covered by this agreement may become a member of the Union if he wishes to do so and may refrain from doing so if he desires.

6.02 During the term of this agreement, the Employer agrees to deduct from the pay of each employee in the Bargaining Unit, after the completion of thirty (30) worked days of employment, an amount equal to the regularly established dues of the Union. Deductions shall be made from the first payment of each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month following the month that deductions were made. The payment will be accompanied by a list of those employees from whom deductions have been made, and any changes in addresses and classifications of the employee concerned.

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

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

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

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

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer agrees to recognize:

- (a)** Two (2) employees plus one alternate elected by the members of the bargaining unit, or otherwise selected, to negotiate a renewal of this agreement.
- (b)** Two (2) employees plus one alternate elected by the members of the bargaining unit, or otherwise selected, as stewards to assist employees with grievances.

7.02 All persons in 7.01 shall be regular employees of the Employer who have completed their probationary period.

- 7.03** The Union will inform the Employer in writing, of the names of the current representatives in 7.01. The Employer will not be required to recognize any representative until informed by the Union.
- 7.04** The Union acknowledges that the representatives in 7.01 are permanent employees of the Employer, and that they must continue to perform their regular duties. As far as possible, all their union activities will be carried out, outside their working hours, unless otherwise mutually arranged.
- 7.05** The Union, in its dealings with the Employer, shall have the right to have the assistance of representatives of the Canadian Union of Public Employees.
- 7.06** It is agreed to schedule negotiating meetings during regular working hours. The Association shall be responsible for the regular pay of members scheduled to work for up to a cumulative maximum of eighteen (18) days.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** It is mutually agreed that it is the spirit and intent of this article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

8.02 **Informal stage**

An employee who has a complaint must bring that complaint to the attention of her immediate supervisor within seven (7) working days of when the circumstances which gave rise to the complaint occurred, or of the date the event could reasonably have been detected. It is understood that the immediate supervisor must be given an opportunity to adjust the complaint and verbally reply which shall be a maximum of seven (7) working days from the presentation of the complaint.

8.03 **Step One**

Subject to having completed the Informal Stage, if the dispute is not to be deemed as settled on the basis of the verbal reply in 8.02, the Union shall submit a formal grievance notice in writing, specify the Section or Sections of this Agreement alleged to have been violated, the settlement requested and shall not be subject to change after submission. The grievance must be submitted within seven (7) working days of the verbal reply of the immediate supervisor. The supervisor shall provide a written answer within seven (7) working days of receipt of the formal grievance.

8.04 **Step Two**

If the grievance is not to be deemed as settled on the basis of the answer given in Step One, the Union shall within seven (7) working days of receipt of the Step One answer, notify the appropriate Director or designee, in writing, that a grievance meeting is requested. The Chief Executive Officer, or designee, and other appropriate persons that the Chief Executive Officer or designee deems appropriate, shall meet with up to three (3) members of the Union, including the grievor, should the grievor wish to attend the meeting,

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

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

8.06 **Association, Union or Group Grievances**

A grievance may be initiated by the Association, the Union or a group of employees, provided that the issue is not one which could have been grieved by an individual employee. The submission shall be in accordance with the requirements of Step One and shall be within ten (10) working days of the Party or group of employees becoming aware of the circumstances giving rise to the complaint, or after the date when the event could have been reasonably detected.

The notice shall be to the President of Local 1813 in the case of an Association grievance and to the Chief Executive Officer in the case of a Union or group grievance. The President or the Chief Executive Officer shall provide the answer within seven (7) working days in accordance with the provisions of Step Two.

8.07 **Discharge Grievance**

A claim by an employee who has completed her probationary period, that she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged at Step Two within seven (7) working days after the date of such discharge and the time limits set out shall appropriately apply.

8.08 The release of any employee who has not completed the probationary period shall be at the exclusive prerogative of the Association. Unless specifically prevented from doing so by its Constitution, the Union shall not process a release grievance of any employee who has not completed the probationary period. Should a release grievance of an employee who has not completed the probationary period proceed to arbitration, the arbitration board or the arbitrator as the case may be is specifically bound by this clause that the release of the employee is at the exclusive prerogative of the Association.

It is understood that employees who have not completed their probationary period may utilize the grievance procedure for issues other than their release.

8.09 Should it be agreed to hold a grievance meeting when the employee or Union Steward is regularly scheduled to work, the Association shall be responsible for the regular pay of the employee (should she choose to attend the grievance meeting) and the Union Steward who is representing the grievor.

8.10 An employee may request the presence of a Union Steward at any Step One and Two meeting with supervisory personnel when discipline is confirmed.

8.11 Any grievance disposed of through the above procedure shall not be made the subject of a subsequent grievance on the same issue, unless specifically permitted by the Constitution of the Union.

8.12 A "working day" is defined as a day that the Association's office is open.

8.13 **Mediation**

Failing satisfactory settlement being reached under Articles 8.04 upon mutual agreement, the grievance may, within fifteen (15) working days, be referred to an impartial grievance mediator. The selection of the mediator will be made jointly by both the Union and the Employer. At the mediation meeting, the Employer shall meet with the grievor, the chief steward or designate, and the CUPE staff representative. The costs of the mediator will be shared equally by the Employer and the Union.

ARTICLE 9 - ARBITRATION PROCESS

9.01 If the grievance is not deemed as settled on the basis of the answer given in Step Two, Article 8.04, the Union shall, within twenty (20) working days of the receipt of the answer given in Step Two, notify the Chief Executive Officer, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to an arbitration board.

The Chief Executive Officer or designee shall, within ten (10) working days inform the Union of the Association's appointee to the arbitration board. The two appointees shall within ten (10) working days or such longer time as they may agree upon, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator within the time limit, either the Union or the Board may request the appointment of a chairperson by the Ministry of Labour.

It is understood that the Parties may mutually agree in writing to submit any grievance to a mutually agreed upon single arbitrator at Step Three rather than an arbitration board. In the event of the Parties being unable to agree upon a single arbitrator, having previously agreed to proceed to a single arbitrator, the Parties may request the Minister of Labour to make the appointment.

9.02 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

9.03 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs. The decision of the arbitration board shall be final and binding and enforceable on the Parties.

9.04 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

9.05 Each Party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chairperson shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

- 9.06** The Board of Arbitration shall not have the power to alter, add to, subtract from, modify, or amend this agreement in order to give any decision.
- 9.07** The decision of the majority of the members of the Board shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.
- 9.08** In the event that the party submitting a grievance to arbitration is content that the issue could be dealt with by a sole arbitrator as opposed to a tripartite board as defined above, the party shall so signify when advising the other party of its intention to proceed to arbitration and shall name three alternative choices for a sole arbitrator, in addition to its appointee to a tripartite board.
- 9.10** Each party shall pay its own expenses, including pay for witnesses, and the expense of its appointee, and one half (1/2) of the cost of the Chairman or sole arbitrator.
- 9.11** All the time limits fixed herein for the arbitration procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the Labour Relations Act does not apply. Any of the limits or steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual agreement of the Parties.

ARTICLE 10 - DISCIPLINE

- 10.01** No employee who has completed the probationary period shall be disciplined without just cause. In the event that an employee is suspended or discharged, the employee shall be notified in writing.
- 10.02** The Employer shall notify the employee in writing of any expression of dissatisfaction concerning his work performance within ten (10) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such expression of dissatisfaction. If this procedure is not followed such expression of dissatisfaction shall not become part of his record. If the employee chooses to reply, he may do so in writing, in which case the reply will become part of his record. It is understood that should the Employer require additional time beyond the ten (10) days, such request shall be submitted in writing and substantiated with reasons satisfactory to the Union. Requests shall not be unreasonably denied.
- 10.03** An employee's disciplinary record will be cleared after a period of two (2) calendar years of penalty-free conduct.
- 10.04** When the Employer finds it necessary to censure an employee which may result in disciplinary action, the Union's Steward or alternate shall be present unless the employee directs the Steward otherwise.

ARTICLE 11 - ACQUAINTING NEW EMPLOYEES

- 11.01** On commencing employment, the Supervisor where the person is employed, or designate, will introduce him to his Union Steward who will provide him with a copy of the collective agreement.

- 11.02** A Union representative will be provided the opportunity to interview each new employee upon the completion of his probationary period. The Employer will provide a room for the interview, which will take no more than fifteen (15) minutes.
- 11.03** The purpose of the interview will be to acquaint the employee with the benefits of Union membership, his responsibilities to the Union, and provide him with a copy of the Union constitution.

ARTICLE 12 - JOINT ASSOCIATION/EMPLOYEE RELATIONS COMMITTEE

- 12.01** The Association agrees to permit the members of the Para Professional bargaining unit to elect a representative to the Joint Association/Employee Relations Committee. It is understood that this Association wide committee is to provide a forum for on-going communication. It is understood that the Parties may be assisted by an additional resource person of their choosing upon reasonable written notice to the Chairperson.
- 12.02** It is understood that the Association/Employee Relations Committee shall meet in May and November or at least twice per year, and at other times at the initiative of either the Union or the Association if required. The Chief Executive Officer of the Association or designee shall serve as Chairperson. Reasonable notice of agenda items shall be provided with background material where appropriate.
- 12.03** The Committee will provide a forum for on-going communication and the joint consideration of various concerns which arise in the day-to-day activities of the employees represented by the Unions. All such meetings will be held during normal working hours. It is further understood that the Association/Employee Relations Committee shall not deal with those matters which are properly matters for negotiations or those matters which should properly be handled by the grievance procedure.
- 12.04** Minutes will be prepared by administrative staff following each meeting and both parties shall receive a copy. The minutes shall be considered as an accurate and complete record of the meeting unless an objection is raised within three (3) calendar days from receipt.

ARTICLE 13 - EMPLOYER/EMPLOYEE COMMUNICATIONS

- 13.01** The Employer agrees to make space available on an electronic bulletin board for the Union to post notices of meetings and other notices which may be of interest to employees, provided that such notices require the prior approval of the Manager or designee.
- 13.02** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of the Agreement, the entire Agreement shall not be invalidated.
- 13.03** An employee, upon request to the Manager, shall have the right of access to his personnel file, except information from references, and shall have the right to respond in writing to any document contained herein. The response shall be incorporated in the file.

ARTICLE 14 - CORRESPONDENCE

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

To the Union: original to the Unit Chairman*
Copy to the Secretary of the Local

To the Employer: original to the Chief Executive Officer

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

*Senior Union Representative/employee in the bargaining unit.

ARTICLE 15 – EMPLOYMENT INSURANCE ELIGIBLE LEAVES OF ABSENCE

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

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

ARTICLE 16 - BEREAVEMENT LEAVE

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

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

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

16.03 The Association may require proof of the circumstances in order to justify granting the above leaves.

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

ARTICLE 17 - LEAVE OF ABSENCE: COURT ATTENDANCE

- 17.01** An employee who is obliged to serve as a Juror or as a subpoenaed witness in a court will be granted leave with pay and without loss of seniority, provided she signs over to the Association payment received, less expenses for the time served.
- 17.02** The employee shall notify the Employer as soon as possible of his selection for the jury duty or subpoenaed court witness.
- 17.03** The employee shall return to her regular duties if not selected for jury duty or after serving as witness.
- 17.04** If an employee is attending court as a party to the action, one of the persons charged or to support a family member, they are not eligible for compensation but may use vacation or lieu credits to attend the court proceedings.

ARTICLE 18 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 18.01** Upon written request to the Employer, at least one month in advance, an employee elected or appointed to represent the Union at Conventions and/or seminars, executive or committee meetings of C.U.P.E. and its affiliated or chartered bodies, shall be allowed leave of absence with no loss of benefits, subject to the conditions in 18.02. The Union agrees to reimburse the employer for the employee's salary and employer costs for statutory benefits (CPP, EI and EHT) for leaves of absence for union business.
- 18.02** The following conditions apply;
- a)** Leave will not be granted to more than two (2) employees at anyone time;
 - b)** The maximum amount of leave will be fifteen (15) employee-days in any fiscal year.
 - c)** It is understood that the approval of any additional days or employees for leaves for union business is conditional that in the sole and exclusive prerogative of the Chief Executive Officer that a suitable replacement can be found, or other acceptable arrangements can be made. Requests for Union leave shall not be unreasonably denied.

ARTICLE 19 – SPECIAL PERSONAL OR COMPASSIONATE LEAVES OF ABSENCE

- 19.01 a)** **Personal Leaves of Absence**
- i)** The Association agrees to give consideration to written requests for unpaid personal leaves of continuous absence for stated periods of up to one year to employees who have completed the probationary period. It is understood that the granting of such leaves is at the exclusive prerogative of the Chief Executive Officer

of the Association on the recommendation of the employee's supervisor or manager and requires that a suitable replacement can be found, or other acceptable arrangements can be made. Unless clearly impractical, the request will be made in writing at least two (2) weeks in advance. At the exclusive prerogative of the Chief Executive Officer, an employee may return from a pre-approved leave prior to the termination date of the leave upon four (4) weeks written notice. Any further requests for unpaid personal leave received within two (2) years from the conclusion of a previously approved leave will not be granted.

- ii) The Employer shall complete the appropriate documentation so that employees, eligible for compensation in accordance with the Employment Insurance rules, may apply for such compensation.
- iii) Employees will return to the same job title unless the position is no longer available, due to organizational changes and/or financial constraints.

b) Compassionate Leave

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

c) Integration with the Employment Standards Act

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

19.02 Self Funded Leave

19.02.01 Eligibility

- a) An employee with a minimum of two (2) years' service with the Association is eligible for a Self Funded Leave Plan which has been developed to afford employees the opportunity of taking one-year or one half-year leave of absence with pay, by spreading salary over a longer period of time (i.e. 4 year's salary over 5 years, or other time as may be approved by the Association and permitted by appropriate legislation).
- b) It is understood that the leave is to be taken in the final year (or period) of the self funded leave.

19.02.02 Application Process

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

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

19.02.03 Self Funded Leave Agreement

- a) As a courtesy, the Association agrees to share the text of the Self-Funded Leave Agreement with the Union.
- b) The salary and any accrued interest shall be paid to the employee in the manner specified in the Self-Funded Leave Agreement governing the leave plan of the employee.
- c) The individual self-funded leave accounts shall be administered by the Association. The rate paid on the funds shall not be less than the investment rate which is available on the Association's general revenue bank account.

19.02.04 Effect of Absence

- a) While on self-funded leave:
 - i) the employee is entitled to participate, at the employee's own expense, subject to the terms of the carrier, in the insured benefit coverage outlined in Article 33.
 - ii) Sick leave and experience for salary progression shall not accumulate.
 - iii) Experience for the purpose of the calculation of seniority for the purposes of lay-off and recall shall continue to accumulate.
- b) An employee returning from self-funded leave shall be reinstated to the position and work site, which the employee held prior to the leave. If the position no longer exists, the employee shall be placed in a comparable position at the work site subject to Article 22 – Layoffs and Recalls.
- c) If an employee dies, resigns from the Association, is laid off or is otherwise terminated, the Association shall remit to the employee's estate or to the employee, as the case may be, the amount of salary withheld up to that time, together with accrued interest.

19.03 General

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

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

ARTICLE 20 - LEAVE WITHOUT PAY - ADJUSTMENTS

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

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

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

ARTICLE 21 - SENIORITY

21.01 Seniority is defined as the length of continuous service in the employ of the Employer and service in the Para Professional bargaining unit. The Parties have mutually agreed that the seniority list dated August 5, 1999 is correct and shall supersede any previous seniority lists with a previous date. It is further agreed that any Association approved leave granted after August 5, 1999 shall not constitute a break in continuous service. Seniority shall be used in determining priority in lay-offs and recalls.

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

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

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

- 1) He is discharged for just cause and not reinstated;

- 2) He is absent for three (3) consecutive working days without providing a reason satisfactory to the Employer;
- 3) He resigns;
- 4) He is laid-off, and after receiving notice by Registered Mail, fails within forty-eight (48) hours, to notify the Employer of his intention to return to work, or, fail, within five (5) working days, to return to work, unless unable to do so because of disability;
- 5) He is laid-off in excess of twenty-four (24) months;
- 6) He is absent due to illness or accident in excess of twenty-four (24) months, except if the employee is in receipt of Long Term Disability benefits in accordance with this agreement. In order for the Association to maintain its high standard of performance, it is agreed that the Association may hire a replacement staff person to fill the position, notwithstanding the right of the employee on Long Term Disability to return to his job when declared fit and able by a Doctor of Medicine as per Article 35.04

ARTICLE 22 - LAY-OFFS AND RECALLS

- 22.01** Employees who are subject to lay-off shall receive a minimum of twenty-five (25) working days' notice or one (1) weeks' notice for each year of aggregate service with the employer. The employer shall meet with the Union, if requested, within ten (10) working days of the notice to discuss the layoff(s) and means of avoiding layoff(s).
- 22.02** Employees shall be recalled in the order of their seniority, provided that the employee is willing, fully qualified, and immediately able to perform the work that has become available.
- 22.03** If there are employees on lay-off, no new employees will be hired except to fill the time awaiting the laid-off employees' return.
- 22.04** Subject to the terms of the carrier, laid-off employees shall have the right to continue pre-existing participation in insured benefit plans through direct payment of the full premium cost in advance, for up to twenty-four (24) months from the commencement of the lay-off. Prior to the commencement of the layoff the Employer will advise if benefits coverage will be available.
- 22.05** During the period between the receipt of the lay-off notice and the commencement of the actual lay-off, the Employer agrees to provide such affected employee(s) up to two (2) hours without loss of regular pay to attend interviews with prospective employers outside of the Association.

ARTICLE 23 - TEMPORARY TRANSFERS

- 23.01** A temporary vacancy is one which is expected to have a limited duration, usually due to absence of the incumbent, or extra work, and which is not posted.
- 23.02** When an employee is assigned to fill a temporary vacancy, it is assumed that he will revert to his original job when the assignment is completed.

- 23.03** An employee's rate of pay for a temporary assignment will be adjusted following 7.5 worked hours in the job. The amount will be greater of either the employee's current rate, or the equivalent rate level for the temporary job.

ARTICLE 24 - PROMOTIONS AND STAFF CHANGES

- 24.01** Except in the event of a vacancy due to leave of absence which is not expected to last more than six (6) months, in the event that a vacancy occurs, or a new position is created, the Employer will post the position throughout the Association for a period of seven (7) working days. Interested employees may apply during the seven (7) day period. It is understood that internal applicants will be considered prior to the Employer considering outside applicants for vacant positions.
- 24.02** During the posting period and until the position is filled, the Employer is free to fill the position on a temporary basis as he sees fit.
- 24.03** The selection of an employee to fill the position will be based upon:
- (a)** The requirements and efficiency of operation, and the qualifications, experience, ability, knowledge, training, and performance of the individual to do the job;
 - (b)** Seniority.
 - (c)** It is understood by the parties that temporary employees who have completed three (3) months employment in the temporary position will have preference over an external applicant.

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

24.04 **Trial Period**

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

- 24.05** Within seven (7) working days of an appointment to a vacant position, the name of the successful candidate will be posted.
- 24.06** Successful applicants of this provision need not be considered for another position in the bargaining unit for a further six (6) months.
- 24.07** It shall be the responsibility of each employee to keep the Employer informed of his current address.

- iii) recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of employees.
- e) It is agreed that all CUPE members of the Joint Health and Safety Committee will successfully complete certification training. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense and will be considered as time worked with no loss of wages.
- f) A member of a committee is entitled to:
 - i) if elected as co-chair, one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - ii) such time as is necessary to attend Meetings of the committee; and
 - iii) such time as is necessary to carry out the member's duties.
- g) A member of a committee shall be deemed to be at work during the times described in this Article and the member's employer shall pay the member for those times at the member's regular or premium rate of pay, in accordance with the collective agreement.
- h) While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

25.04 Reassessments

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

- i) The workplace moves, or the existing workplace is renovated or reconfigured.
- ii) There are significant changes in the conditions of work (e.g. change in closing times).
- iii) There is new information on the risks of workplace violence and/or harassment.
- iv) A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

25.05 Provision of Information

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

- i) The worker can be expected to encounter the person in the course of 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 or safety of the worker of which the supervisor is aware;
- iv) provide a worker with written instructions as to the measures and procedures to be taken for protection of the worker; and
- v) take every precaution reasonable in the circumstances for the protection of a worker.

25.06 Professional College or Affiliations

- a) The Employer will not require any bargaining unit member to become a member of a Professional College unless required by Ministry directive, regulation or legislation.
- b) Should there be a requirement to become a member of a Professional College by Ministry directive, regulation or legislation, the Employer shall pay 100% of the applicable fees to maintain membership if the Ministry provides funding specified for that purpose.
- c) The Employer will pay up to seven and one-half (7 .5) hours for an employee who is required to write an examination to maintain college certification on day(s) when the employee is scheduled to work. If the employee is required to pay for the examination, the Employer shall cover the cost if the Ministry provides funding specified for that purpose.

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

ARTICLE 26 - TRAINING COURSES AND EXPERIMENTAL PROGRAMS

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

ARTICLE 27 - PAY

27.01 The Employer shall pay wages on a two (2) week cycle; Monday to Sunday. Payment will be made on the Thursday following the last Sunday in the cycle.

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

27.03 Prior Experience

New employees to the bargaining unit may claim, at the time of hiring, consideration for recent and relevant working experience. Where, in the Association's opinion, such experience is relevant, the placing of the employee will be done after the completion of

the probationary period and be determined by the Management of Community Living – South Muskoka. The pay rate will be at the start rate for the classification during the probationary period.

ARTICLE 28 - HOURS OF WORK AND OVERTIME

- 28.01** It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to a guarantee of or a limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. It is understood that overtime must be approved in advance in writing by the appropriate supervisor or manager.
- 28.02**
- (a)** Unless otherwise scheduled, the normal hours of work for all full-time employees shall be seven and one-half (7 1/2) hours per day and seventy-five (75) hours in a two (2) week period. Lunch periods are unpaid. It is recognized that the current work week is Monday to Friday.
- (b)** With the prior approval of management, a flexible work arrangement based on a thirty-seven and one-half hour (37 1/2) work week to maximize client service is an exception to 28.02 (a).
- (c)** Unless otherwise scheduled the weekly assignments for Resource Assistants is seventeen and a half (17.5) hours per week.
- (d)** It is recognized that the current weekly assignments for the Volunteer Co-ordinator is twenty-eight (28) Hours per week.
- 28.03** The days of work for any employee or group of employees, starting and quitting times, and the times of lunch periods, and rest periods shall be determined by the Association. Reasonable efforts will be made to provide each employee with a rest period of fifteen (15) minutes in each half of the work day where practicable, and where this will not unduly affect the operations of the Association.
- 28.04** Paid overtime shall be paid in accordance with the provisions of the *Employment Standards Act* of Ontario.
- 28.05**
- a)** It is understood that where a full-time employee is compensated for overtime in paid time off, she shall be permitted to bank credit for a maximum of twenty (20) hours. Banked overtime that is not taken within the following four (4) week period, shall be scheduled by the Association.
- b)** It is understood that when an employee receives time off in lieu, the lieu time shall be calculated at the ratio of one and one half (1 1/2) hours for each hour worked, beyond thirty-seven and one-half (37 1/2) hours in a one-week period. It is understood that in a work week that includes a statutory holiday, the lieu time entitlement shall be for hours worked beyond thirty (30) hours.
- c)** An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

- 28.06** If an employee has been employed from more than one year, two weeks written notice is required from the employee before resignation occurs.
- 28.07** The Association will make reasonable efforts not to require an employee to work more than seven (7) consecutive days without the employee's consent. The Association will make reasonable efforts to schedule two (2) consecutive days off following the scheduling of seven (7) or more consecutive days of work.
- Premium pay for scheduling additional consecutive days shall be in accordance with the provisions of the *Employment Standards Act* of Ontario.
- 28.08** The Association will make reasonable efforts to schedule each employee off duty on either of the combination of Christmas Day/Boxing Day or New Year's Eve/New Years Day unless the employee consents otherwise.
- 28.09** Employees must get permission in advance to travel out of town and/or to travel outside of normal hours of work.
- Should the Employer and employee agree to approved travel outside of work hours, these hours would accrue as lieu time at straight time. The time earned as lieu for travel should be taken within the same pay period.

ARTICLE 29 - MINIMUM REPORTING ALLOWANCE

- 29.01** If an employee reports for work at the regularly scheduled time for his shift and no work is available, such employee will be entitled to a minimum of one-half (1/2) the scheduled hours pay at the employee's regular rate provided that:
- a)** The employee has not been previously notified by the Employer to the contrary (prior to leaving for work) either orally or by message sent to or left at the employee's residence;
 - b)** If requested by the Employer, the employee shall perform a minimum of one-half (1/2) the scheduled work hours at work as the Employer may assign.
- 29.02** It shall not apply to an employee returning to work without notice after absence.

ARTICLE 30 - VACATIONS WITH PAY

- 30.01** The "vacation year" will from April 1 of one year to March 31 of the next. During the "vacation year", an employee will earn credit for vacation with pay based on his length of continuous service with the Employer from the last date of employment as at March 31 of the "vacation year" just completed.

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

30.03 Entitlement to time off in each "vacation year" for full-time permanent employees shall accumulate as follows:

Vacation Entitlement
Less than one (1) year of service, one (1) day per month.
One (1) year of service to three (3) years: fifteen (15) days.
Three (3) years of service: Twenty (20) days plus one (1) day for each additional two (2) years of service.
Ten (10) years of service: Twenty-five (25) days plus one day for each additional two years of service to an inclusive cumulative maximum of thirty (30) days.
Twenty (20) years of service and over: thirty (30) days.

Part-time employees: four (4) percent of earnings during the year.

Full-time permanent employees will be paid vacation pay based on wages paid as follows:

Vacation Pay
Less than one (1) year of continuous service; 4%
One (1) year of service to two (2) years; 6%
Three (3) years of service to Ten (10) years: 8%
Ten (10) years of service to Twenty (20) years: 10%
Twenty (20) years of service and over: 12%

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

30.05 At the time of taking vacation time off, an employee may draw vacation pay for the planned time off using, as a basis, in accordance with 30.03, assuming continued employment at the end of the vacation year. After March 31 of each year, or at the time of termination, if the employment relationship terminates prior to March 31, the actual entitlement will be

calculated. The difference between payment made and actual entitlement will be paid to the employee or refunded by the employee as the case may be.

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

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

30.08 **Vacation Notice**

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

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

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

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

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

30.09 Where during their vacation, an employee becomes ill, she may elect to use their sick credits for the period of their hospitalization in place of her vacation time provided that they provide proof of their hospitalization in a form acceptable to the Employer.

ARTICLE 31 - PAID HOLIDAYS

31.01 Employees shall receive the following holidays with pay:

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

31.02 Full time employees will be entitled to one (1) floating holidays per year, which shall be taken between Christmas and New Years Day attached to the vacation period. This

additional day shall not be a premium day but shall be without loss of or deduction from regular earnings. Should the Government of Ontario or Canada proclaim any additional paid holiday such proclaimed holiday shall replace the one (1) floating holiday provided for above.

- 31.03** When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated as the holiday.
- 31.04** In order to qualify for holiday pay, an employee must have worked his scheduled working day immediately preceding and immediately following the holiday unless on bona fide sick leave. The Chief Executive Officer may request an employee to present proof of illness when sick leave is used under this article.
- 31.05** An employee who is required to work on a holiday and fails to do so, will not be entitled to holiday pay unless a satisfactory explanation is given to the employer.

ARTICLE 32 - EMPLOYEE EXPENSES

- 32.01** The employer will pay the following allowances to employees who provide and use vehicles for approved business for the employer:
- a)** The Association agrees that the rate applicable to members of this bargaining unit shall not be less than that applicable to any other Association bargaining unit represented by any other union. The mileage rate shall be (\$0.49) per kilometre.
 - b)** Upon presentation of proof, non-probationary employees shall be reimbursed for additional automobile insurance with third party liability coverage of \$2,000,000, including accident benefits, collision, and comprehensive for occasional business use, over and above the cost of basic liability, accident benefits, collision, and comprehensive coverage, up to \$70.00 per year. The Employer will provide a letter for the employees to present to the insurer.
 - c)** The Employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required. If it is the expectation of the Employer that Employees may occasionally be required to transport staff and/or clients in their personal vehicles during and as a condition of employment, this additional requirement shall also be included on the job postings and/or job descriptions.
 - d)** Employees that may be required to utilize their personal vehicles for any work-related purpose, including transporting staff and/or clients, are encouraged to make full disclosure of any such usage to their personal vehicle insurer, and are at liberty to provide their insurer with a copy of the job description and/or job posting for this purpose. Employees will use best efforts to determine from their insurer if added coverage is required and will obtain a valid quote from their insurer for this added coverage. If added coverage is not required, employees will request a written waiver from their insurer signifying that added coverage is not required to use their personal vehicle for work-related purposes.
- 32.02** It is understood that the prior approval of the Manager is required for the employee to be eligible for such an allowance in 32.01 and/or 32.04.
- 32.03** In the interest of economy when more than one employee is to make the same trip, transportation must be shared if it is practical and convenient to do so.

32.04 When not included in the cost of the conference or hotel stay, and only where the Employee is required to be away from their regular place of work or in attendance at a conference during breakfast, lunch or dinner, the Association agrees to reimburse employees for meal expenses while engaged in Association business away from their regular place of work or in attendance at conferences other than in Article 7, subject to the following maximum amounts and conditions:

Breakfast	\$10.00
Lunch	\$20.00
Dinner	\$30.00

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

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

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

32.05 **Damage to Personal Property**

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

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

ARTICLE 33 - INSURED BENEFITS

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

- a) Group Life as in effect April 1, 2011;
- b) Accidental Death and Dismemberment as in effect April 1, 2011;

- c) Dental as in effect April 1, 2011 save for the following amendment: Recall oral examinations (limited to one in nine consecutive months). For greater clarity, regular check-ups shall be once every nine months.
- d) Short Term Disability as in effect April 1, 2011;
- e) Long Term Disability as in effect April 1, 2011. It is understood that LTD is provided only upon medical acceptance by the Association's benefit package plan and applies to the employee's own occupation.
- f) Extended Health Care in effect April 1, 2011; which includes a vision care rider that will reimburse the employee up to three hundred (\$300.00) dollars once every twenty-four (24) months for prescription glasses when required for employee or dependents.
- g) Group Multi Sector Pension Plan.
- h) Employee Family Assistance Program

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

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

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

- a) Effective July 1, 2006, on completion of the probationary period, each employee shall be credited with eight (8) sick days which may be used to cover periods of legitimate illness. Notwithstanding the above, it is understood that persons in the employ of the Association at July 15, 1997, the eight (8) days shall be fifteen (15) days; persons in the employ of the Association at December 31, 2004, the eight (8) days shall be twelve (12) days. It is understood that the eight (8), twelve (12) or fifteen (15) days are pro-rated for part-time employees.

Should an employee be unable to return to work within eight (8) consecutive calendar days, the employee shall be eligible for the Short-Term Disability benefits. It is understood that notwithstanding the introduction of a new Short-Term Disability plan, employees in the employ of the Association at the time of ratification, shall maintain their sick leave accumulation held at March 31, 1995, unless decreased by usage.

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

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

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

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

Ceased benefits will resume upon return from leave.

- 33.06** The Association has the right to change carriers for all benefits providing that the benefits to be provided by the new carrier are equivalent or better than the benefits provided by the previous carrier. Such substitution will not occur without prior notice to the union. It is the Association's responsibility to provide payment for its share of the premiums rather than to provide the benefit. The benefits are provided subject to the terms and conditions of the carrier (s).
- 33.07** Employees will be entitled one (1) hour to attend doctor's or dentist's appointments without affecting credits.
- 33.08** The employer may require proof of disability by medical certificate for any absence.
- 33.09** The employer shall continue to pay the costs of insured benefits for a period of twenty-four (24) months from the date of going on Long Term Disability (adjusted to nearest month).
- 33.10** An employee who returns within twenty-four (24) months of the original injury and is no longer deemed to have a compensable injury shall be placed in his/her former position by the Employer.
- 33.11** **WSIB**
The employer agrees to cover all employees under the *Workplace Safety and Insurance Act (WSIA)*. Full-time employees will have access to sick leave credits and may apply for STD and LTD until such time as the employee's claim is approved by WSIB.

ARTICLE 34 - INCOME PROTECTION AGAINST DISABILITY

- 34.01** Disability is the inability to perform any and every duty of an employee's regular occupation.
- 34.02** Pay for disability leave is for the sole purpose of protecting an employee against loss of income due to disability from sickness, (not including pregnancy) or injury, and will be granted to an employee as follows, subject to the conditions below:
- 34.03** Long Term Disability:
Subject to the employer's contract with the designated Association insurance package, summarized below:
- a)** Coverage will commence after seventeen (17) weeks of continuous disability;
 - b)** Payment eligibility will be sixty-six and two thirds (66-2/3) percent of the first Two thousand five hundred (\$2,500.00) dollars of regular monthly earnings and forty-five (45) percent of the balance to a maximum of Four thousand (\$4,000.00) dollars per month.

- c) Maximum duration to age sixty-five (65); The employee will pay the full premium cost.

- 34.04** To be eligible for the above the full-time employee must have completed his/her probation period and meet the requirements of the insurance carrier.
- 34.05** An employee claiming disability leave shall be required to produce proof of disability in the form of a medical certificate, acceptable to the employer, and signed by a legally qualified physician who has examined the employee for any and every absence of three days or more.
- 34.06** The employer may require proof of disability by medical certificate, as above for any absence.
- 34.07** The employer has the right to require an employee to undertake a medical examination by a legally qualified physician of the employer's choice, at the employer's expense.
- 34.08** Regular earnings are those for which the employee is eligible. The employer undertakes to advise the carrier immediately of any change in eligible earnings of an employee on L.T.D.
- 34.09** The employer may, at any time, substitute another carrier, provided the same level of benefits are maintained and there is no interruption in coverage. Such substitutions will not occur without prior notice to the union.

ARTICLE 35 – MULTI SECTOR PENSION PLAN

- 35.01** All Eligible Employee shall contribute for each pay period an amount identified in Appendix A to the CUPE Multi-Sector Pension Plan.
- The Association will contribute on behalf of each Eligible Employee for each pay period, a matched amount identified in Appendix A.
- The Union will indemnify and save the Association harmless against any and all claims, suits, judgements, attachments and from any form of liability that may arise out of any action or not taken by the Association for the purposes of complying with the Association's agreement to make a financial contribution to the CUPE Multi-Sector Pension Plan.
- It is understood that the Association has no obligation to provide, pay for, or to contribute to the costs of the benefits established by the CUPE Multi-Sector Pension Plan beyond the agreement to make contributions and that the Association assumes no liability whatsoever with respect to the CUPE Multi-Sector Pension Plan save and except to make contributions in accordance with this Article.
- It is understand that "Applicable Wages" means the basic straight wages for all hours worked and in addition the straight time component of hours worked on a holiday; and holiday pay, for the hours not worked; and vacation pay; and sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. All other

payments, premiums, allowances and similar payments are excluded. "Eligible Employee" means all full-time employees in the bargaining unit.

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

35.02 RRSP Part-time employees

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

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

ARTICLE 36 - TERM OF AGREEMENT

36.01 This Agreement shall be binding and remain in effect from April 1st 2020, to March 31st 2023 and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modification, of this agreement. If written notice is given, the parties shall meet within fifteen (15) days from giving notice.

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

36.03 The preparation and printing of this Agreement will be split evenly between both Parties.

DATED THIS _____ DAY OF _____, 2022

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Colleen Kelly-Berrichi
Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer
Supervisor – HR and Centralized Scheduling

**Community Living South Muskoka
Pay Grid CUPE PARA
Effective Date – April 1, 2020**

<i>General Description:</i>
Year one general wage increase of \$.27 across all PP FT positions and steps, \$.21 across all PP PT and PPVC positions and steps
Year two general wage increase of \$.14 across all PP FT positions and steps, \$.11 across all PP PT and PPVC positions and steps
Year two increase to MSPP contribution of .5% for CLSM and all participants (to 1.5% for PP FT, to .5% for PP PT and PP VC)
Year two matched RRSP contribution of .5% to all non-MSPP eligible employees
Year three general wage increase of \$.14 across all PP FT positions and steps, \$.11 across all PP PT and PP VC positions and steps
Year three increase to MSPP contribution of .5% for CLSM and all participants (to 2% for PP FT, to 1% for PP PT and PP VC)
Year three matched RRSP contribution of .5% to all non-MSPP eligible employees (to 1%)

NOTE – Rates include Pay Equity from Jan 1, 2020 and exclude Pay Equity thereafter

Position Name						Step Level Increase				
	1	2	3	4	5	1	2	3	4	5
<i>Year one</i>										
Para Professional Full Time	\$25.59	\$26.06	\$26.59	\$27.07	\$27.40	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
Para Professional Part Time	\$19.94	\$20.29	\$20.57	\$20.85	\$21.13	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21
Para Professional Volunteer Coordinator	\$19.94	\$20.29	\$20.57	\$20.85	\$21.13	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21
<i>Year two</i>										
Para Professional Full Time	\$25.73	\$26.20	\$26.73	\$27.21	\$27.54	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
Para Professional Part Time	\$20.05	\$20.40	\$20.68	\$20.96	\$21.24	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
Para Professional Volunteer Coordinator	\$20.05	\$20.40	\$20.68	\$20.96	\$21.24	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
<i>Year three</i>										
Para Professional Full Time	\$25.87	\$26.34	\$26.87	\$27.35	\$27.68	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
Para Professional Part Time	\$20.16	\$20.51	\$20.79	\$21.07	\$21.35	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
Para Professional Volunteer Coordinator	\$20.16	\$20.51	\$20.79	\$21.07	\$21.35	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11

LETTER OF UNDERSTANDING #1 – FUNDING

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.08

This letter will confirm the following agreement reached during negotiations:

Subsequent to the first year of this collective agreement, if the Association receives funding adjustments specifically identified by the Ministry for employee compensation, the Association will apply such funds to increase the employees' salaries for all Union and Non-Union employees based on their earnings, by the amount flowed to the Association by the Ministry and less any additional requirements for the fiscal periods April 1, 2021 to March 31, 2023 pay equity and less any related cost increases to employee benefits as stipulated by the Ministry if otherwise directed.

The parties will meet within thirty (30) days of the confirmation of the Associations 2022-2023 annualized budgets to review and establish if this agreement comes into effect. For the purposes of the Special Needs Resource Program, this would be the District of Muskoka annualized budget for 2023.

It is agreed that this collective agreement constitutes the fourth year of the compensation restraint.

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

Dated this _____ day of _____, 2022 at Bracebridge, Ontario.

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Colleen Kelly-Berrichi
Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer
Supervisor – HR and Centralized Scheduling

LETTER OF UNDERSTANDING #2 – PAY EQUITY AND JOB EVALUATION

Between

COMMUNITY LIVING – SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.08

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

The process:

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

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

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

In the event that position values have changed the Employer will make the necessary adjustments in accordance with pay equity legislation;

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

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

Dated this _____ day of _____, 2022 at Bracebridge, Ontario.

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Colleen Kelly-Berrichi
Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer
Supervisor – HR and Centralized Scheduling

LETTER OF UNDERSTANDING #3 – JOB SHARING

Between

COMMUNITY LIVING – SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.08

This letter will confirm the following agreement reached during negotiations.

In consideration of the request of a full-time staff and the interest of the parties to consider a form of employment commonly called "Job Sharing" it is agreed by the parties that the following Understanding be implemented (on a temporary basis for a period not to exceed one year.) This action is without prejudice or precedent to any other job-sharing proposals that may subsequently be considered.

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

1.0 JOB STATUS

- 1.1 Job Sharing is the voluntary sharing of a permanent full-time position in a structured manner by two (2) persons, one of whom is the permanent incumbent of the position.
- 1.2 Only a full time permanent incumbent can initiate a request to establish a job share arrangement. i.e. one full time employee requesting a job share arrangement, two interested full-time employees request to share one full time position.
- 1.3 The two (2) employees sharing one full-time position shall not receive any benefits that would be superior individually or cumulatively to that which a non-sharing full-time employee would individually receive.

The two (2) employees who fill the job share position shall be defined as part time employees notwithstanding.

- 1.4 the recognition provisions of the full time Collective Agreement. This paragraph shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement and unless modified by this Collective Agreement shall continue to apply

- 1.5 When two full time permanent employees enter into a job share arrangement defined as permanent at the outset, they shall relinquish all rights to their former full-time position.
- 1.6 Employees who enter into a job share arrangement defined as temporary at the outset would retain their right to return to the position and job status they held prior to the job share arrangement.
- 1.7 Employees shall be expected to work a minimum of three (3) months in the temporary job share arrangement.

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

2.0 **HOURS OF WORK**

- 2.1 A schedule to meet the needs of the individuals receiving support shall be set by the Director.
- 2.2 It is expected that in the scheduled absence of one of the job sharers, the other job sharer shall make every effort to work full time if requested. This would apply in the case of scheduled absences such as vacations, pregnancy/parental leaves.
- 2.3 It is expected that both job sharers shall cover each other's incidental illnesses.

3.0 **SALARY**

- 3.1 Each employee shall be paid at the straight time hourly rate for which the position and their length of service would entitle them on the salary grid.
- 3.2 Each job sharer shall continue to progress through the salary grid on a pro-rata basis.

4.0 **SENIORITY**

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

5.0 **BENEFITS**

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

reimbursement for eligible claims shall be at 50% of the stipulated benefit.

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

6.0 VACANCY

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

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

7.0 RECRUITMENT OF A JOB SHARE PARTNER

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

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

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

8.0 DISPUTE RESOLUTION

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

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

Dated this _____ day of _____, 2022 at Bracebridge, Ontario.

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Colleen Kelly-Berrichi
Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer
Supervisor – HR and Centralized Scheduling

LETTER OF UNDERSTANDING #4 – CORE COMPETENCIES

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.08

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

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

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

Dated this _____ day of _____, 2022 at Bracebridge, Ontario.

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Colleen Kelly-Berrichi
Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer

Supervisor – HR and Centralized Scheduling

LETTER OF UNDERSTANDING #5 - CASELOAD

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.08

The Employer and the Union acknowledge that the management of caseloads is a management responsibility and that caseloads are a serious concern to bargaining unit employees. For this reason, a joint management/union committee of two management personnel and two union personnel will be established to discuss caseloads and standards. One member from the Joint Association/Employee Relations Committee shall attend meetings of the Caseload Committee. This committee shall act as an advisor to the strategic planning process. It shall take into account government legislation, Ministry Directives, and individualized support requirements.

Workload complaints and/or concerns shall continue to be addressed with the employee's immediate Supervisor to give the Association the opportunity to address and rectify the employee's complaint.

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

Dated this _____ day of _____, 2022 at Bracebridge, Ontario.

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Colleen Kelly-Berrichi
Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer
Supervisor – HR and Centralized Scheduling

LETTER OF UNDERSTANDING #6

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.08

Without prejudice or precedent this letter will confirm that the following agreement has been reached:

It is understood that CUPE Local 1813.08 Paraprofessionals agree to waive Clause 2.01 (b) of the collective agreement with regards to the District Funded Best Start Outreach Resource Teacher and Resource Teacher Assistant positions contracts for the period of April 1, 2020 to March 31, 2023.

It is also agreed that the members currently in the contract will remain and there will be no break in employment required.

This letter is attached to the Collective Agreement for the purposes of information and does not form a part of the Collective Agreement.

Dated this _____ day of _____, 2022 at Bracebridge, Ontario.

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

Colleen Kelly-Berrichi
Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer
Supervisor – HR and Centralized Scheduling

LETTER OF UNDERSTANDING #7 – CENTRAL TABLE/BENEFITS BARGAINING TABLE

Between

COMMUNITY LIVING - SOUTH MUSKOKA

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813.08

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

Dated this _____ day of _____, 2022 at Bracebridge, Ontario.

FOR THE UNION:

Dawn Johnson
Dawn Johnson (May 27, 2022 14:27 EDT)

Dawn Johnson, Acting VP Local 1813.08

Dana Vacek
Dana Vacek (May 27, 2022 13:48 EDT)

Dana Vacek, CUPE National Representative

FOR THE EMPLOYER:

Krista Haiduk-Collier
Krista Haiduk-Collier (May 27, 2022 13:42 EDT)

Krista Haiduk-Collier, Chief Executive Officer

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Colleen Kelly-Berrichi (May 27, 2022 13:40 EDT)

Colleen Kelly-Berrichi, Director Accommodation Services

Heather Greer
Heather Greer (May 30, 2022 08:42 EDT)

Heather Greer

Supervisor – HR and Centralized Scheduling