

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

[Hereinafter called the "Employer"]

PARTY OF THE FIRST PART

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL 2599**

[Hereinafter called the "Union"]

PARTY OF THE SECOND PART

APRIL 1<sup>ST</sup>, 2023 TO MARCH 31<sup>ST</sup>, 2026

## Table of Contents

<b>ARTICLE 1 - RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS.....</b>	<b>2</b>
<b>ARTICLE 3 - NO DISCRIMINATION .....</b>	<b>3</b>
<b>ARTICLE 4 - CHECK OFF &amp; UNION DUES .....</b>	<b>3</b>
<b>ARTICLE 5 - CORRESPONDENCE .....</b>	<b>5</b>
<b>ARTICLE 6 - COMMITTEES .....</b>	<b>5</b>
<b>ARTICLE 7 - UNION REPRESENTATION .....</b>	<b>9</b>
<b>ARTICLE 8 - DISCIPLINE .....</b>	<b>10</b>
<b>ARTICLE-9 - GRIEVANCE PROCEDURE .....</b>	<b>11</b>
<b>ARTICLE 10 - ARBITRATION.....</b>	<b>13</b>
<b>ARTICLE 11- SENIORITY .....</b>	<b>14</b>
<b>ARTICLE 12 - JOB POSTING .....</b>	<b>17</b>
<b>ARTICLE 13 - LAY OFF AND RECALL .....</b>	<b>19</b>
<b>ARTICLE 14 - LEAVE OF ABSENCE.....</b>	<b>24</b>
<b>ARTICLE 15 - PAID JURY DUTY/COURT/ CORONER'S INQUEST APPEARANCE LEAVE.....</b>	<b>25</b>
<b>ARTICLE 16 - PREGNANCY/PARENTAL LEAVE.....</b>	<b>26</b>
<b>ARTICLE 17 – HOURS OF WORK &amp; OVERTIME .....</b>	<b>27</b>
<b>ARTICLE 18 – VACATIONS.....</b>	<b>29</b>
<b>ARTICLE 19 – PAID HOLIDAYS .....</b>	<b>31</b>
<b>ARTICLE 20 - SICK LEAVE .....</b>	<b>32</b>
<b>ARTICLE 21 – BEREAVEMENT/COMPASSIONATE.....</b>	<b>34</b>
<b>ARTICLE 22 – BENEFITS.....</b>	<b>35</b>
<b>ARTICLE 23 – PERSONNEL FILES .....</b>	<b>36</b>
<b>ARTICLE 24 – GENERAL CONDITIONS.....</b>	<b>37</b>
<b>ARTICLE 25 - ALLOWANCES.....</b>	<b>37</b>
<b>ARTICLE 26 - SCHEDULES &amp; ADDENDUM.....</b>	<b>38</b>
<b>ARTICLE 27 – DURATION .....</b>	<b>38</b>
<b>PART TIME EMPLOYEE ADDENDUM.....</b>	<b>40</b>
<b>ARTICLE PT- 1.....</b>	<b>40</b>
<b>ARTICLE PT- 2 - PROBATIONARY PERIOD .....</b>	<b>40</b>
<b>ARTICLE PT- 3 - SENIORITY.....</b>	<b>41</b>
<b>ARTICLE PT- 4 - HOURS OF WORK &amp; OVERTIME.....</b>	<b>41</b>
<b>ARTICLE PT- 5 - VACATIONS.....</b>	<b>44</b>
<b>ARTICLE PT- 6 - PAID HOLIDAYS.....</b>	<b>44</b>

<b>ARTICLE PT- 7 - BENEFITS .....</b>	<b>45</b>
<b>ARTICLE PT- 8 – BEREAVEMENT LEAVE .....</b>	<b>46</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>48</b>
<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING #3 .....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING #4 .....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #5 .....</b>	<b>52</b>
<b>BETWEEN.....</b>	<b>52</b>
<b>SUDBURY DEVELOPMENTAL SERVICES/ .....</b>	<b>52</b>
<b>SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY.....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING #6.....</b>	<b>53</b>
<b>BETWEEN.....</b>	<b>53</b>
<b>SUDBURY DEVELOPMENTAL SERVICES/ .....</b>	<b>53</b>
<b>SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY.....</b>	<b>53</b>
<b>APPENDIX A.....</b>	<b>54</b>
<b>APPENDIX B .....</b>	<b>55</b>

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

**[Hereinafter called the "Employer"]**

**PARTY OF THE FIRST PART**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL 2599**

**[Hereinafter called the "Union"]**

**PARTY OF THE SECOND PART**

**PREAMBLE**

This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both Parties to co-operate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably any difference or grievance which may arise from time to time hereunder in a manner hereinafter set out.

**WITNESSED THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:**

**ARTICLE 1 - RECOGNITION**

1:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Sudbury Developmental Services/Services pour handicaps de développement de Sudbury, save and except Managers, persons above the rank of Managers, office and clerical staff and students employed during the school vacation period.

1:02 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the content of the Party or Parties hereto so require.

1:03 **DEFINITIONS**

[a] Wherever "employee" is used in this Agreement, it shall mean an employee as described in Article 1:01 hereof.

[b] **FULL TIME EMPLOYEE:** is an employee who is regularly employed to work for more than forty-eight (48) hours per pay period.

- [c] PART TIME EMPLOYEE: is an employee who is regularly employed to work no less than twenty-eight (28) hours per pay period and no more than forty-eight (48) hours per pay period and is available on a pre-determined basis as required by the Employer and in accordance with a pre-determined schedule.
- [d] CASUAL EMPLOYEE: is an employee who is employed on a relief basis and is available for call-ins as circumstance demand.
- [e] whenever "working day" is used in this Agreement it shall mean Monday to Friday, not including Statutory Holidays.
- [f] Wherever "day" is used in this Agreement, it shall mean calendar day.

1:04 Part time employees in the program may relieve Full time employees and shall be given preference over other part time and casual employees. During such periods of relief, part time employees shall remain and retain part time employee status and accumulate part time seniority. Upon the completion of the period of relief part time employees shall return to the job they performed prior to the period of relief.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2:01 The Union acknowledges and recognizes that the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- [a] maintain order, discipline and efficiency;
- [b] hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline provided that a claim of discharge or discipline without just cause by an employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- [c] make, enforce, and alter from time to time rules and regulations to be observed by all employees. The Employer will notify all employees of such rules and changes thereof in writing;
- [d] determine in the interest of efficient operation and highest standards of service, hours of work, overtime, schedules of work and vacation schedules, work assignments, methods of doing work and the working establishment for any service and the standards of performance for all employees;
- [e] determine the allocation and number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

2:02 The Employer agrees that it shall not exercise any of the above rights and powers in a manner which is inconsistent with the express terms of this Agreement.

### **ARTICLE 3 - NO DISCRIMINATION**

3:01 The Parties agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of any protected grounds under the Ontario Human Rights Code.

The Parties further agree that there shall be no intimidation, discrimination, interference, restraint, coercion or harassment exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union. There shall be no Union activity carried out on the premises of the Employer, except as required to carry out the terms of this Agreement.

3:02 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and will provide a listing of the Union Executive and Union Stewards to the new employee. This listing will be provided to the Employer by the Union. The Union President or designate will be provided with the date and time of the orientation meeting and a Union representative will be provided with an opportunity to meet with the new employees. The Employer further agrees to provide the Union with the names, addresses and phone numbers of all employees and updated on a semi-annual basis.

### **ARTICLE 4 - CHECK OFF & UNION DUES**

4:01 Contact Information

The Employer will provide to the Union a list of all the employees in the Bargaining Unit. The list will include each person's name, job title / classification, home mailing address, telephone number on record and email addresses.

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

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

4:02 Potential Employees

During the interview process, the Employer will advise potential employees that a Union Collective Agreement is in effect and will inform them that the terms and conditions of employment, including dues, are in accordance with the terms of the Collective Agreement.

4:03           **New Employees**

On commencing employment in a position within the Bargaining Unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to their Union Steward or representative, as designated by the Union.

4:04           **On Boarding Sessions**

Where the Employer conducts staff on boarding sessions, the Union will be provided thirty (30) minutes during such session to make a presentation about membership in the Union. The Employer will leave the room during the Union presentation.

In the event that the Employer conducts the staff on boarding sessions virtually, the Union will be provided with the email address and the phone number of the new hire in order to make a presentation about membership in the Union.

The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

4:05           **Notification of New Hires**

The Union shall be notified of the full name, position and employment status (e.g. full time, part time, temporary, casual), and start date of all employees hired into the Bargaining Unit prior to their first day of employment.

4:06           **Union Dues Deduction and Remittance**

The Employer will deduct Union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be remitted by the 15<sup>th</sup> day of the month following the one in which they were deducted.

4:07           **Dues Supporting Documentation**

Along with the deductions, the Employer will provide information related to:

- [a]     the pay period covered by the deduction and the employees from whose wages the deductions have been made, and dues deducted.

4:08           **T-4 Slip**

The Employer will report the yearly amount of Union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

4:09           The Union agrees to hold the Employer completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making such dues deductions.

## **ARTICLE 5 - CORRESPONDENCE**

5:01 All correspondence between the Parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or their designate and the President of the Union or their designate.

### 5:02 **UNION NOTIFICATION:**

Within two (2) weeks, the Local Union President or designate shall be notified in writing of all appointments, of date of hiring, names and status of employees and location, lay-offs, transfers, recalls, terminations, resignations or retirements.

Notwithstanding the above, the local Union President or designate shall receive a telephone call to advise of any discharge or suspension from the respective Manager within twenty-four (24) hours that the employee receives the notification.

It is understood that in the event that the Employer must suspend or terminate an employee on the weekend, the local Union President or designate will receive a telephone call on the next working day.

## **ARTICLE 6 - COMMITTEES**

### 6:01 **JOINT CONSULTATION COMMITTEE**

The Parties hereby agree to appoint a Joint Consultation Committee consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer, who shall meet to discuss and, if possible, provide understanding of points of mutual interest between the Parties. It being understood that such Committee shall have no right to usurp the power of the Negotiation or Grievance Committee. The Committee shall meet at the request of either Party but not more than once a month at a mutually agreeable time and place. Members shall receive a Notice, minutes of previous meeting and Agenda of the meeting at least forty-eight (48) hours in advance of the meeting. The employee shall not suffer any loss of pay for time spent when meeting with the Employer. Minutes shall be prepared by the Employer and a copy shall be forwarded to each of the Parties.

### 6:02 **HEALTH AND SAFETY COMMITTEE**

- [a] The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- [b] The Health and Safety Committee shall be established and comprised of an equal number of Employer and Union Representatives. The Employer recognizes its responsibilities under the applicable Legislation, and agrees to accept three (3) representatives selected or elected by the Union from amongst Bargaining Unit employees as members of the Joint Occupational Health and Safety Committee.
- [c] The Employer, the Union and the employees agree to abide by the terms of the *Occupational Health and Safety Act*, R.S.O. 1990 currently in force and as amended from time to time.

- [d] The Parties agree that the Joint Health and Safety Committee will review and amend as required the Joint Policy and Procedure Manual.
- [e] The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.
- [f] All time spent attending JHSC meetings and attending to the work of the JHSC shall be considered as time worked and paid at the regular or premium rate as may be proper.
- [g] Committee members shall be afforded time from work to attend all meetings of the JHSC and all meetings shall be scheduled to permit attendance of all Committee members.
- [h] Committee members shall be afforded scheduled time off work as necessary to carry out their responsibilities between regular meetings of the Committee as determined by the JHSC.
- [i] All employees may refuse work as allowed by the applicable Legislation.
- [j] At least two [2] of the CUPE Health and Safety Representatives shall be Certified Workers as defined under the *Occupational Health and Safety Act*. The Certified Worker shall be trained through a Government Approved Certification Trainer as mutually agreed to by the Parties. It is understood that the most cost effective trainer may be given first consideration.  
  
All costs associated with the training of the first worker shall be at the Employer's expense. The cost associated with the training of the second worker shall be shared equally between the Employer and the Union.
- [k] The Employer agrees to inoculate employees who regularly come into contact with infectious carriers or communicable diseases. This will be carried out at the Employer's expense where the cost of such immunization is not covered through the employee's health plan.
- [l] The Parties recognize their responsibility to minimize Violence/Harassment in the Workplace.

The Joint Policy on Violence/Harassment in the Employee's Safety Manual will be reviewed and amended as required through the Joint Health and Safety Committee.

Points of disagreement may be subject to the Grievance/Arbitration Process.

6:03 **AD HOC JOB DESCRIPTION COMMITTEE**

The Employer and the Union agree to maintain a Committee which will formulate mutually agreed upon Job Descriptions for all Bargaining Unit Classifications. Such Committee shall be comprised of two (2) members each from the Union and the Employer. Members of the Job Description Committee shall attend meetings without loss of pay.

This committee will meet quarterly.

It is understood that no single job description shall be tabled for any more than two (2) committee meetings.

Any dispute between the Parties in regards to the Job Descriptions shall become the subject of a grievance under Article 9:03 of the Grievance procedure.

6:04

**AD HOC JOB EVALUATION COMMITTEE**

- [1] The Parties shall establish and maintain a Job Evaluation Committee that shall meet quarterly and be comprised of two (2) members from the Union and two (2) members from the Employer. The Joint Committee shall have equal representation and participation from both Parties.
- [2] Any dispute between the Parties in regards to the Job Evaluation Program shall become the subject of a grievance under Article 9:03 of the Grievance procedure.
- [3] The Employer shall release without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the Job Evaluation Committee.
- [4] No employee shall have their wages reduced because of any Job Evaluation Program.

6:05

**EARLY AND SAFE RETURN TO WORK COMMITTEE-**

The Employer and Union agree to maintain the ESRW Committee comprised of two (2) members from the Union and two (2) members from the Employer. The ESRW Committee shall have equal representation and participation from both Parties.

The Committee shall meet on a monthly basis or at the request of either Party and at a mutually agreeable time. The employees shall not suffer any loss of pay for time spent attending to the duties of the committee.

The Parties endorse the principles and importance of early intervention and early return to work. The Parties further recognize their duty to accommodate an employee's disability as defined under the Ontario Human Rights Code. The Committee will work in a consultative manner towards processes and procedures which support these principles.

The Joint Policy on Early and Safe Return to Work Program for employees will be reviewed and amended as required through mutual agreement by the Early and Safe Return to Work Committee. Points of disagreements may be subject to the Grievance/Arbitration Process.

**JOINT WORKLOAD COMMITTEE**

The Employer recognizes that the issue of workload is of serious concern to Bargaining Unit employees. Further, the Employer recognizes its responsibility to provide services through employees in accordance with Ministry and Agency standards. It is also the responsibility of the Employer to establish and maintain an effective infrastructure to facilitate the employee's achievement of all standards.

Therefore, the Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of every employee.

The Employer and the Union acknowledge that workload can fluctuate. Workload should be assigned fairly taking into account the needs of the Employer and the supported person, current workload and anticipated workload fluctuations. This may involve the following considerations:

- Number of supported persons assigned to an individual
- Number of dual diagnosis cases
- Amount of required driving time
- Linguistic skills
- Coverage
- Leaves of absence, including vacation and prolonged illnesses
- Complexity of cases
- Introduction of new technology and systems
- Coaching and mentoring new staff
- Worker's attendance at training
- Administrative duties
- High profile cases
- Ministry requirements
- Pandemic and/or other emergency situations

The Employer will:

- Ensure regularly scheduled and ongoing supervision.
- Ensure management evaluates workload in their meetings with staff
- Ensure that employees know what is expected of them by: providing ongoing performance feedback through regular supervision; identifying developmental objectives through the annual performance evaluation process.

In order to meet service needs and legislative requirements, employees shall make every reasonable effort to keep their case related documentation up to date at all times.

The Employer and the Union agree to review workload issues through a Joint Workload Committee. The purpose of the Joint Workload Committee is to make recommendations to the Senior Leadership Team on ways and means to address global workload issue(s) related to Bargaining Unit employees and the impact of

factors on workload. The Senior Leadership Team will provide a formal response within forty-five (45) working days to the Workload Committee's recommendations. Should a recommendation made to the Senior Leadership Team not be implemented, the reasons for that decision will be provided to the Joint Workload Committee, and the Workload Committee will revisit the issues that led to the recommendation. The Joint Workload Committee will be comprised of three (3) elected representatives from the Union and up to three (3) representatives from the Agency's Management. The Committee shall be chaired by a Management or Union representative on an alternating basis. Representatives shall suffer no loss of pay for time spent attending Joint Workload Committee meetings.

## **ARTICLE 7 - UNION REPRESENTATION**

7:01 No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards. Similarly, the Employer will, if requested, supply the Union with a list of the supervisory or other personnel with whom the Union may be required to transact business.

7:02 STEWARDS:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist any employee in preparing and presenting their grievance in accordance with the Grievance Procedure. One Steward will be elected by the Union as Chief Steward.

7:03 A Steward shall attend meetings with the Employer for the purposes of grievance and/or discipline/investigation without loss in pay. It is understood that such meeting(s) shall be held at the request of either party and at a time mutually agreed to by both parties. Where a Steward is required for a meeting, the Employer will support the scheduling of the meeting to better ensure availability of the participants.

7:04 It is recognized that in administration or negotiation of this Agreement, supervision of residence clients and working clients of the Employer must come first. Therefore, a Steward shall not leave their work without obtaining the permission of their Manager, which permission shall not be unreasonably withheld considering the efficiency of the operation.

7:05 NEGOTIATING COMMITTEE:

A Union Bargaining Committee shall be elected and consist of a maximum of four [4] employees.

The Union will advise the Employer in writing of the Union Representatives to the Committee. The Employer will advise the Union in writing of the Employer's Representatives to the Committee.

It is understood that there shall be equal representation at all meetings.

It is understood that the CUPE National Representative will be in attendance at all Negotiating meetings and does not count as part of the Bargaining Committee composition

Employees shall attend negotiation meetings with the Employer without loss in pay and benefits. The Employer and the Union agree to be each responsible for half the cost of the wages for the Union Negotiation Committee for the time required to reach an agreement, up to and including mediation.

It is understood that the Union will reimburse the Employer within forty-five [45] days of receipt of the billing by the Employer for wages paid.

In the event that one of the Parties cancels a scheduled Negotiation meeting without twenty-four (24) hours notice to the other party, the Union Negotiation Committee members shall return to work and the Party responsible for the cancellation shall pay for the wages of the cancelled relief workers.

7:06 REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer, except as otherwise set out in this Agreement. Similarly the Employer may request the presence of a representative of the Canadian Union of Public Employees at any meeting with the employees.

7:07 No employee within the Bargaining Unit shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which conflicts with the terms of this Collective Agreement.

**ARTICLE 8 - DISCIPLINE**

8:01 All warnings shall be in writing on a form prescribed by the Employer. Employees receiving a warning shall be given an opportunity to read the warning and they shall sign the warning acknowledging that they have read the warning, understand its contents and have received a copy of same. Refusal to sign the warning shall be deemed that the warning has been received by the employee, and a copy will be forwarded to the Union.

8:02 All formal disciplinary notices shall be removed from an employee's personnel file after eighteen (18) months from the date of discipline, provided that the employee has been discipline-free during that period.

In the event that a Bargaining Unit employee is in receipt of a letter of reprimand and/or suspension, and is absent on an unpaid leave of absence, such period of unpaid absence shall not be counted as part of the period in which the employee's record is to be cleared.

8:03 When meetings are scheduled for the specific purpose of discipline/investigation of an employee, the employee shall be advised of the reasons for such meeting and shall be represented by a Union Steward. The Employer shall notify the employee of this right and give the employee reasonable notice.

8:04 Prior to discharging an employee, the Employer shall meet with the employee and a Union Representative and shall inform the Parties of all information pertaining to such discharge.

In the event that an employee fails to attend the scheduled meeting, it is understood that the employee will be sent a registered letter regarding the discharge and a copy shall be forwarded to the Union President or designate.

8:05 The Employer or designate will notify the Chief Steward/or designate of any meetings being scheduled for the purposes of discipline/investigation, the circumstances surrounding the meeting and the fact that the employee has been notified to bring Union representation.

The Union will be responsible to have a Union Representative at any such meetings. The Employer will support the scheduling of the meeting to better ensure availability of the participants.

8:06 In the event that an employee who is not scheduled to work, is required to attend disciplinary/investigation meetings, such employee shall be compensated for actual time spent at such meetings with a minimum of one (1) hour at their regular straight time rate of pay.

It is understood that all other employees will be paid for actual time spent at such meetings. In the event that an employee is required to attend such meetings immediately before or after a scheduled shift, such time will be incorporated into the shift at their regular straight time rate of pay.

It is understood that for the purposes of this agreement, discipline is defined as oral or written warnings, suspension or discharge.

#### **ARTICLE-9 - GRIEVANCE PROCEDURE**

9:01 [a] Any dispute involving the application, interpretation, or alleged violation of this Agreement may be made the subject of a grievance and an earnest effort shall be made to settle such grievance fairly and promptly in the following manner:

[b] It is the mutual desire of the parties hereto that complaints of employees shall be rectified as quickly as possible and it is understood that an employee has no grievance until the employee has given the employee's immediate Manager the opportunity of rectifying the employee's complaint.

Such complaint shall be discussed with the employee's immediate Manager within five (5) working days after the circumstances giving rise to the complaint. If the complaint is not settled, it shall be taken up as a grievance at Step 1 of the Grievance

Procedure within five (5) working days of the Manager's response.

STEP 1

The Union Steward will request a meeting with the Manager. It will be identified that the purpose of this meeting is to discuss a Step 1 grievance. The employee shall be accompanied and assisted by their Steward subject to Article 7:04.

The Manager will give their answer within three (3) working days of receipt of the grievance.

[c] STEP 2

If a settlement is not reached, the grievance shall be filed in writing with the Executive Director or their designate within seven (7) working days of the Manager's reply. A meeting to discuss the merits of the grievance shall take place within seven (7) working days of the receipt of the grievance and the grievor shall be accompanied by their Steward, Chief Steward and a Representative from the Canadian Union of Public Employees. There will be equal representation from the Employer. The Executive Director or their designate shall respond to the grievance in writing, with reasons, within fifteen (15) working days of the meeting.

9:02 If the respondent fails to reply to a grievance within the time limits set out at the Step above, the grievance may be submitted to the next Step of the Grievance Procedure.

9:03 At any Step of the Grievance Procedure, the time limits imposed upon either Party may be extended by mutual agreement in writing. Such a request will include a reason for the request.

9:04 For the purpose of this Article and Article 10, "working days" shall be defined as Monday to Friday.

9:05 The Employer shall supply the necessary facilities for grievance meetings.

9:06 Any grievance which has been processed but not settled through the above Grievance Procedure may be submitted to Arbitration in accordance with Article 10 providing such submission is made within fifteen (15) working days of the last written disposition by the responding Party.

9:07 The time limits in the grievance and arbitration process may only be extended by mutual written agreement of the Parties. Failure to adhere to the time limits will deem the grievance to have been abandoned, subject only to where an arbitrator or board of arbitration extends the time limits upon being satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

9:08 DISCHARGE GRIEVANCE

Where an employee who has completed Their probationary period feels that They

have been unjustly discharged or suspended, the Union shall file a grievance on behalf of the employee, in writing, at Step 2 above within seven (7) working days of their notice of discharge or suspension.

9:09 UNION OR EMPLOYER GRIEVANCE

Both the Union and the Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation or alleged violation of this Agreement. However, a Union grievance shall not include any matter upon which an employee is personally entitled to grieve. An Employer or Union grievance shall be presented in writing to the authorized Union Representative or Executive Director, or their designates, as the case may be, within seven (7) working days of the incident giving rise to the grievance. The Parties shall meet within five (5) days to discuss the merits of the grievance and a reply to the grievance shall be given in writing within five (5) working days of receipt of the grievance.

9:10 GROUP GRIEVANCE

A grievance which is common to more than one (1) employee shall be initiated at Step 2 with one (1) of the grievors representing the group. The written grievance shall set out the names of the employees involved.

9:11 GRIEVANCE COMMITTEE

The Employer shall recognize a Grievance Committee as elected by the Union.

9:12 Grievances concerning lay-offs due to reduction in the working force shall be initiated at Step 2 of the Grievance Procedure within five (5) working days of receipt of the notice of lay-off.

9:13 When a Grievance is reduced to writing, the written grievance shall contain the Article numbers which are allegedly violated together with a statement of the particulars of the grievance and the remedy sought.

**ARTICLE 10 - ARBITRATION**

10:01 [a] Both parties recognize the value of mediation and the parties agree to seriously consider mediation of grievances prior to their being arbitrated. It is understood however, that each grievance will be considered on an individual basis and must be subject to membership approval.

[b] 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 five (5) working days of receipt of the registered letter, the other Party shall answer by registered mail indicating the name and address of its Nominee to the Arbitration Board. The two (2)

Nominees shall then select an impartial Chairman.

10:02 FAILURE TO APPOINT

If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairperson within fifteen (15) working days after their appointment, the appointment shall be made by the Minister of Labour upon the request of either Party.

10:03 DECISION OF THE BOARD

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

10:04 EXPENSE OF THE BOARD

Each Party shall pay:

- [a] the fees and expenses of the Nominee it appoints, and
- [b] one-half (1/2) of the fees and expenses of the Chairman.

10:05 Either Party or its Nominee as the case may be, may prepare a written dissenting opinion which shall be forwarded to the Arbitrator within seven (7) working days of the decision and shall be attached to and shall form part of the written decision.

10:06 In any Arbitration, the written grievance at Step Two and the decision of the Employer at Step Two or in the case of a Union or Employer grievance, the written grievance of one Party and the answer of the other Party shall be presented to the Arbitration Board and the Award of such Board shall be confined to determining the issues therein set out.

10:07 Article 9 shall apply to a Single Arbitrator appointed pursuant to the *Ontario Labour Relations Act* R.S.O. 1995 ch. 228 as amended.

**ARTICLE 11- SENIORITY**

- 11:01 [1] Seniority is defined as the amount of continuous service hours, to a maximum of 1820 per year since the employee's last date of hire with the Employer. Seniority shall operate on a bargaining-unit-wide basis.
- [2] Continuous Service is defined as uninterrupted service in accordance with provisions of the Collective Agreement.

Whenever the terms seniority and service are used in the Collective Agreement, they shall be deemed to refer to the amount of continuous service, up to a maximum of 1820 hours per year subject to the following conditions:

- [a] during an unpaid absence exceeding forty-five (45) continuous calendar days, other than an absence under the Pregnancy/Parental Provisions, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for a maximum of 24 months from the date in which the Long Term Disability leave was approved.
- [b] during any period of absence exceeding forty-five (45) continuous calendar days, excluding periods of vacation, paid leave, paid or unpaid sick leave, Workplace Safety and Insurance Board benefits, Pregnancy and Parental Leave, or any disability as defined in accordance with the Ontario Human Rights Code, an employee's seniority shall not accumulate but shall be retained.

11:02 Newly hired employees shall be on a probationary basis for a period of nine hundred and ten (910) hours from the date of hiring and will receive a review four hundred and fifty five (455) hours from the date of hiring, and a formal evaluation prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all the rights of this Agreement and Benefit Plans as set out in Article 23, except with respect to discharge. Discharge or discipline of probationary period employee(s) shall be at the sole discretion of the Employer and shall not be made the subject of a grievance. It is understood that such discharge shall not be made in an arbitrary, discriminatory manner or in bad faith.

After the completion of the probationary period, seniority shall be effective from the employee's first shift paid with the Employer. The probationary period may be extended by mutual agreement between the Employer, the employee and the Union.

11:03 A Seniority List showing the names of the employees who have completed the probationary period shall be established for employees covered by this Agreement. Such Seniority List shall be updated semi-annually in January and July and posted on a mutually agreed upon bulletin board. A copy shall be supplied to the Local Union President at the time of initial posting and subsequent revision. Employees shall have thirty [30] days from the date of posting in which to question their own individual seniority hours. Failure to do so within the time period mentioned, the Seniority List as posted shall be deemed to be correct.

For seniority purposes, full time, part time, and casual employees will not accumulate seniority beyond 910 hours within the first six (6) months or within the second six (6) months in a calendar year nor shall they accumulate more than 70 hours in a pay period on 26 pays in a year.

- 11:04 Seniority shall be lost and an employee shall be deemed to have terminated their employment with the Employer if they:
- [a] voluntarily quits their employment;
  - [b] is discharged for just cause;
  - [c] fails to report to work within ten (10) days after issuance of notice of recall by registered mail;
  - [d] fails to report for work for three (3) consecutive scheduled days upon the expiration of any Leave of Absence granted them without a reason acceptable to the Employer;
  - [e] is laid off for a period in excess of twenty-four (24) months;
  - [f] utilizes a Leave of Absence for a purpose other than that for which it was granted;
  - [g] is retired;
  - [h] abandons a client during working hours without a reason acceptable to the Employer;
  - [i] is absent from work without prior notification for three (3) or more consecutive scheduled shifts; absence due to sickness or accident accompanied by a certificate from a qualified medical practitioner shall be deemed to be absent with permission;
  - [j] is absent due to legitimate illness or compensable or non-compensable injury for a period greater than thirty-six (36) months. This clause shall be interpreted in a manner consistent with the Ontario Human Rights code.

11:05 It shall be the responsibility of the employee to keep the Employer informed of their current mailing address and email. If an employee fails to do this, the Employer will not be responsible for the failure of a notice to reach an employee.

PORTABILITY OF SENIORITY

11:06 Any employee whose status changes between casual, part time, and full time shall retain their accumulated seniority hours based on 1820 hours equals one year. Seniority shall be credited upon the completion of the probationary period.

11:07 Any employee whose status changes to non-union for a period not to exceed six [6] months shall have the right to return to the Bargaining Unit without loss of Bargaining Unit seniority. Such period may be extended by mutual written agreement of the Union, the employee and the Employer.

- 11:08 [a] Any employee whose status changes from full time to part time, their change in status becomes effective with the effective date on the letter.
- [b] The letter will indicate the employee's status.
- [c] The affected employee's seniority will be converted in accordance with Article 11:07 and the vacations will be in accordance with Article 6:01 of the Part Time Addendum.
- [d] The affected employees will be entitled to all rights and benefits of a part time employee and this will include the ability to work additional hours.

## **ARTICLE 12 - JOB POSTING**

12:01 The Employer agrees to post electronically on the Employer's internal website, notices of all permanent and temporary vacancies, (where the temporary vacancy is known by the Employer to exceed eight (8) weeks), within the Bargaining Unit which the Employer requires to be filled and notices of new permanent positions established within the Bargaining Unit for a period of seven (7) working days.

Such posting shall contain the following information:

Location of, title, wage rate or salary range for the position concerned.

It is understood that all employees may have access to the Employer's website in order to view the job postings.

The Employer agrees that it will provide electronic copies of such notices to the Union President or their designate.

- 12:02 [a] Until the vacancy is filled from the Job Posting Provisions, the Employer is free to fill the vacancy or new positions on a temporary basis. The Employer shall fill the job on a permanent basis as soon as is reasonably possible within a period not to exceed forty-five (45) days. This period may be extended for a specific period if mutually agreed to in writing by the Parties. The name of the successful applicant shall be posted.
- [b] An employee who is the successful applicant to fill a temporary vacancy shall not be eligible to apply for other temporary vacancies while serving in a temporary position. It is understood that employees who have been awarded a temporary vacancy shall not be entitled to bid on any temporary vacancies for a period of nine hundred and ten (910) seniority hours from the date they were awarded the position.
- [c] Notwithstanding the above, an employee on a temporary position shall be entitled to bid on temporary vacancies with higher rates of pay according to the current Salary Schedule (Appendix A), regular access to premium not otherwise received, or an increase to their guaranteed hours. See 12:02 (b) above.

- [d] It is understood that temporary vacancies may be extended after nine hundred and ten (910) seniority hours if mutually agreed to in writing by the Parties.
- [e] Upon completion of the temporary vacancy, the employee shall revert to the position held immediately preceding the commencement of the temporary position.
- [f] The Employer agrees that where an individual has been terminated and the Union has filed a grievance on their behalf, the individual's position shall be posted on a temporary basis until such time as the matter has been resolved either through the grievance process or through the arbitration process.
- [g] It is understood that full time employees will not be eligible to apply for temporary part time positions.
- [h] An employee who is the successful applicant on a full time or part time permanent position must move and remain in that permanent position for a period of six (6) months, unless a permanent or temporary position becomes available that has a higher hourly rate according to the current Salary Schedule (Appendix A), has regular access to premium not otherwise received, or there is an increase to their guaranteed hours.

12:03 Both Parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. Therefore in making staff changes, transfers, or promotion, appointment shall be made of the most senior employee able to meet the qualifications and the normal requirements of the job.

12:04 In the event that there is no successful applicant after one (1) posting, the Employer has the right to post externally one (1) week after the closing date of the initial posting.

The Employer agrees that it will not review external applications until all applicants internal to the Bargaining Unit have been reviewed.

12:05 **LATERAL TRANSFERS**

In the event of lateral transfers, the following conditions shall apply:

- [1] The employee(s) affected shall be given reasons for the transfer and the employee(s) may provide their views to the Employer regarding the transfer.
- [2] The Employer shall act in a fair and reasonable manner.
- [3] The Employer shall notify the Union in writing of the transfer.
- [4] An employee's request for a transfer shall be considered under the same conditions as a transfer initiated by the Employer, except that in the interest of continuity of services, requests by employees will not be accepted if the employee has only been in their current assignment for a period of less than six hundred (600) seniority hours.

12:06 TEMPORARY ASSIGNMENT TO HIGHER RATED JOB:

When an employee is assigned by the Employer to perform the job description of a higher rated position for one (1) week or more, the employee shall be paid the lowest increment rate of the job to which they are assigned which amounts to an increase above their current rate. The pay adjustment shall be retroactive to include the first working day in which the transfer is effective.

12:07 ASSIGNED TO LOWER RATED JOB:

When an employee is temporarily assigned to a position paying a lower rate, the employee shall be paid at their normal rate of pay.

12:08 TRIAL PERIOD

- [a] The successful applicant shall be placed on trial for a period to a maximum of sixty (60) days worked, excluding all paid leaves. Conditional on satisfactory service, the employee shall be awarded the position. In the event the successful applicant proves unsatisfactory in the position during the Trial Period, or if the employee is unable or unwilling to continue to perform the duties, of the position, they shall be returned to their former position, wage or salary rate without loss in seniority. The Parties may upon mutual written agreement of the employer, the employee and the Union, agree to extend the trial period for a further period not to exceed a maximum of sixty (60) days worked, excluding all paid leaves. The Employer will advise the employee in writing of the reasons for not successfully completing the trial period.

In the event that the former position is not available, the employee affected may exercise their seniority rights under this Agreement.

- [b] A person employed in a temporary position for four hundred and fifty five (455) seniority hours or more, shall be credited for such time worked in that position for the purposes of the trial period for permanency, providing they are awarded the same permanent position within three months of completing the temporary position.

12:09 Should job qualifications change, Bargaining Unit members will be deemed qualified in their current position and will be transferable to any other position within the Bargaining Unit which requires those qualifications.

12:10 Where a job posting is awarded to an employee currently on an approved leave, the Employer shall be permitted to bypass the job posting process for the subsequent temporary vacancy, and offer the temporary position by seniority from the applicants to the original posting.

**ARTICLE 13 - LAY OFF AND RECALL**

13:01 DEFINITION OF LAY-OFF

A lay-off shall be defined as a reduction in the work force or a reduction of 30% in the regular hours of work as defined in this Agreement provided the reduction was not

the result of an employee:

- [1] not being able to work or not being available for work
- [2] being subject to disciplinary suspension
- [3] not being provided with work by their employer by reason of any strike or lockout occurring at their place of employment or elsewhere.
- [4] whose hours are reduced as a result of a mutual agreement between the employee, the Employer and the Union.

13:02 NOTICE OF LAY-OFF

- [a] In the event of a proposed lay-off or the elimination of a position within the Bargaining Unit the Employer Shall:
- [1] when reasonably possible, provide the Union with ten (10) weeks written notice of the proposed lay-off or elimination of the position.
  - [2] provide the affected employee if any, with no less than ten (10) weeks written notice of lay-off, and in the event that it is not possible to provide such ten (10) weeks notice the Employer shall provide such employee with pay in lieu thereof.
- [b] In the event that an employee suffers a reduction of 40% in the regular hours of work and as defined under Article 13:01, such employee shall receive ten (10) weeks written notice.

When ten (10) weeks notice is not possible such employee shall receive due notice with remuneration of wages consisting of salary earned during the notice period plus any required top up of wages to the pre lay-off earning level for the remainder of ten (10) weeks notice period.

13:03 ROLE OF SENIORITY IN LAY-OFFS

Both Parties recognize that Job Security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their Bargaining Unit wide seniority.

13:04 EXERCISING SENIORITY RIGHTS

1. Upon receipt of notice of being laid off/displaced, which shall include an organizational chart, employees shall have three (3) working days (excluding the day of notice) in which to notify the Employer of their intention to exercise their seniority rights. It is understood that the Local Union President or designate shall receive a copy of the notice and a copy of the organizational chart.
2. The employee's response shall be in writing or by email to the Executive Director or designate with a copy to the Local Union President or designate, identifying their two

(2) preferences of programs and/or Job positions.

3. The Employer will contact the President of the Local Union or designate by telephone, identifying the employee's two (2) preferences. When the employee's preferences are not granted, at the request of either party, the Parties shall meet within two (2) working days to review the employee's requests, the seniority list, and to determine the individual's options.

It is understood that the seniority is based on the seniority at the time of lay-off/displacement.

4. Failing settlement, grievances concerning lay-off and seniority rights may be initiated at Step 2 of the Grievance procedure within two (2) working days of the final decision.
5. The following conditions shall apply to the bumping process:
  - [1] the bumping process shall be implemented in accordance with the seniority provisions of the Collective Agreement.
  - [2] An employee subject to lay-off/displacement may bump any other employee with less seniority, providing the employee exercising the right to bump is able to meet the qualifications and the normal requirements of the job without training other than orientation. The right to bump shall not include the right to bump up. However, it is understood that an employee shall have the right to bump within the employee's own level.
  - [3] It is understood that the process continues until all senior employees have exercised their seniority rights and the most junior employees are thereby laid-off with notification being given in accordance with Article 13:02.
  - [4] For the purposes of clarification, in an identical classification or lateral displacement, employees remain within the same grid/pay level: in a displacement to a lower paid classification, employees are placed in the maximum level in the grid involved.

13:05

#### RECALL PROCESS

1. Employees shall be recalled in the order of their seniority. It is understood that the seniority is based on the seniority at the time of the recall.
2. The Employer shall post notices advising current employees of the recall in all the workplaces and shall notify the laid off employee(s) of recall opportunity by telephone and email, to the current telephone number and email on record with the Employer. The employee is solely responsible for their current telephone number and email being on record with the Employer. Attempts at telephone and email notification will occur for one (1) day. The notification will advise the employee that a job is available. The employee shall have up to three (3) working days to respond.
3. Any employee who formerly held a position and whose position has been declared redundant or has been displaced from their classification due to the bumping process

shall be returned to their former classification if a position within that classification becomes available. Displaced employees shall retain this right for a period of twenty-four (24) months.

4. An employee shall have the right to refuse an offer of recall if it is not to the position from which they were laid off. By refusing the recall, the employee shall not forfeit any rights of recall under this Article.

13:06      NO NEW EMPLOYEES

- [a] New employees shall not be hired until those laid off and displaced employees have been provided the opportunity for recall.
- [b] It is understood that when an employee who would normally have been laid off holds a temporary position, the employee is considered to be in a layoff position for the purposes of (a) above.

13:07      NOTICE AND DISCLOSURE

The Employer shall give the Union ninety (90) days notice (or such shorter notice as received from the Ministry) in writing in the event the Employer and/or Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the Bargaining Unit and/or job security of Bargaining Unit members.

It is understood that prior to the initiation of Article 13:02, the Parties shall meet in a Joint Consultation meeting within five (5) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and or closures of programs, services, or supports; layoffs; restructuring or any other initiative that would impact the job security of Bargaining Unit members.

The Employer will provide to the Union at the meeting, all pertinent information relative to any items referred to in paragraph one (1) above. It shall be the mandate of the committee to discuss and look at alternatives to the proposed layoffs.

13:08      NO CONTRACTING OUT

In order to provide job security for the members of the Bargaining Unit, the employer agrees that work or services presently performed or hereafter assigned to the Bargaining Unit shall not be contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company, or non-union employees, except in cases mutually agreed to between the Union and the Employer, and in emergency situations when all employees that are willing to be contacted have been contacted and are not available or willing to perform the work.

13:09      RESTRUCTURING AND MERGERS

In the event that the Employer should merge, amalgamate or combine any of its

operations or functions with any other body or Agency, the Employer will use its best effort to ensure:

- [1] retention of all seniority and benefits currently enjoyed by its employees with the Successor Employer.
- [2] all work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.

The Employer shall invite the Union to participate in meetings dealing with personnel related issues affecting Bargaining Unit employees.

13:10 JOB SECURITY

No full time position shall be declared redundant as a result of the full time hours being assigned to part time employees.

13:11 No employee shall be laid off nor have their salary reduced as a result of being displaced because of not being bilingual.

13:12 WORK OF THE BARGAINING UNIT

[a] Persons whose jobs paid or unpaid are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in the following cases:

- 1. Emergencies when no other employees are available
- 2. When starting and testing new equipment
- 3. For instructional purposes where no qualified Bargaining Unit employee is available.

[b] Where a parent or a representative of a supported person, or a supported person themselves enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer, the Employer shall only use Bargaining Unit members to provide such supports or services.

[c] It is agreed that volunteers, including students, co-op students, parents and others who provide assistance to the Employer shall be used only to enrich programs or provide other services, and shall not be used if such use affects the terms and conditions of employment of a Bargaining Unit employee, or replaces, or is used instead of employing a Bargaining Unit employee.

13:13 The Employer shall not create a part time or casual position in the following classifications: Respite Co-ordinator, Senior Counsellor, Property and Building Maintenance Technician, DSW A, Awake Night Staff.

**ARTICLE 14 - LEAVE OF ABSENCE**

14:01 [a] The Employer may grant a Leave of Absence for personal reasons. The request for Leave of Absence shall be in writing at least fifteen (15) calendar days in advance, or, in the event of an emergency, as far in advance as is possible. Requests shall be made through the scheduling/payroll system. Such request shall not be unreasonably denied.

[b] A full time employee with at least five (5) years continuous employment may request a leave of absence without pay and without accumulation of seniority for personal reasons for a period of up to one (1) year.

Such requests shall be made in writing at least fifteen (15) calendar days in advance, or, in case of an emergency as far in advance as is possible. Such request shall not be unreasonably denied.

14:02 [a] Leave of absence without pay shall be granted to attend Union business, provided however, that such leaves will not total more than twenty (20) working days per year per person and a maximum of four (4) people shall be granted leave at any one time. It is understood that no more than two (2) people per program shall be granted leave at any one time. Such request is to be made in writing at least fifteen (15) working days in advance of the leave unless unreasonably possible to do so. It is understood that such leaves do not interfere with the efficient operations of the Employer and the Manager will give their response within three (3) working days upon receipt of the request.

Notwithstanding the above, it is understood that this does not include the Local Union President, or designate, or the Negotiating Committee throughout the whole process of Negotiations, including time required to draft proposals and a reasonable length of time required to proof-read the Collective Agreement prior to signing.

[b] **LEAVE FOR UNION OFFICE**

Upon application in writing by the Union on behalf of an employee appointed to a full time position with the Union, the Employer may grant such an employee a leave of absence without pay to a maximum of one year. It is understood that the one year period may be extended upon request and upon mutual agreement of the Parties. It is understood that such leave requests may be for shorter periods of a minimum of three weeks at a time and that the total of such leaves will not exceed the one year period.

It is further understood that such leave will not interfere with the efficient operations of the Employer.

Such requests shall not be unreasonably denied.

The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of return. Where it is not reasonably possible to provide four (4) weeks notice, the employee will provide no less than two (2) weeks notice.

Notwithstanding Article 11, an employee on leave under this provision shall continue to accumulate seniority.

14:03 Subject to the terms of the Plans and approval from the insurance provider, an employee shall be allowed to continue enrolment in all Employee Benefit Plans at their own expense while on an unpaid Leave of Absence, provided the employee concerned signs the Leave of Absence Benefit Form as provided by the Employer. Should the employee decide to continue enrolment in said benefit plans, they shall provide the Employer with post-dated cheques for the first day of each month, made payable to the Agency and received by the Agency, prior to the employee commencing the leave.

The Employer will notify the employee prior to termination of benefits.

14:04 The Employer may grant a leave of absence without pay to an employee in order to undertake a recognized educational program/course which will relate to the employee's work and where the course is seen not only to upgrade the employee but is also a clear benefit to the agency in the opinion of the Employer.

The Employer shall pay, at the written request of the employee, the tuition cost of the approved courses upon successful completion to a maximum of two (2) courses per fiscal year to a total maximum of three hundred dollars (\$300.00).

All requests must be submitted to the Executive Director prior to undertaking such courses and approval will be subject to Training Budget constraints and the identified need of the employee. Efforts will be made to accommodate time scheduling through respective managers.

Mandatory programs such as Safe Management, First Aid, and WHMIS and Quality Assurance Measures (Regulation 299-10) are excluded from this clause.

14:05 Requests for leaves relating to time in lieu or overtime must be submitted through the scheduling/payroll system. Such leave shall be taken at a time mutually agreed between the Employer and the employee.

#### **ARTICLE 15 - PAID JURY DUTY/COURT/ CORONER'S INQUEST APPEARANCE LEAVE**

15:01 [a] The Employer shall grant Leave of Absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service, excluding payment for travelling, meals and other expenses. The employee will present satisfactory proof of service and the amount received. The employee will be expected to be at work on any days when they are excused as a juror. The Employer agrees to modify the existing work schedule to accommodate the employee. Time spent by an employee required to serve as court witness/victim shall be considered as time worked at the appropriate rate of pay to a maximum of their posted scheduled hours. The foregoing shall not apply to proceedings between the Employer and the Union and/or any person represented by the Union or in cases of negligence or misconduct by the employee.

- [b] The Agency shall provide full costs of retaining legal counsel, of the employee's choice, for employees and former employees in connection with interviews or investigations (formal or informal) involving outside authorities or agencies where there is a potential that legal action(s) may be taken against such employees arising out of the performance of the employee's duties and responsibilities. The employee has the right of Union representation at all times during this process.

In the event that an investigation leads to criminal charges against an employee, the Employer shall not be responsible for the employee's legal representation.

#### **ARTICLE 16 - PREGNANCY/PARENTAL LEAVE**

- 16:01 [a] Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act*.

The employee shall give written notification four (4) weeks prior to the commencement of the leave, of her request for leave, together with her expected date of return. At such time she shall also provide the Employer with her Doctor's/Midwife's certificate as to pregnancy and expected date of delivery.

Credit for service for purposes of salary increments or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the Pregnancy Leave.

Credit for seniority shall continue to accrue during the entire period of the Pregnancy Leave.

The Employer shall continue to pay its share of the premiums of the subsidized Employee Benefits in which the employee is participating during the entire period of the Pregnancy Leave. Should the employee decide to continue enrolment in the LTD plan, they shall contact the Union Benefit provider to arrange payment for continuance of LTD benefits.

The employee shall reconfirm her intention to return to work on the date originally provided to the Employer by written notification to be received by the Employer at least four (4) weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on Pregnancy Leave, the employee shall be reinstated to her former duties, on the same shift, in the same Department, and at the same rate of pay.

- [b] Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act*.

The employee shall give written notification four (4) weeks prior to the commencement of the Leave, together with the expected date of return.

Credit for service for purposes of salary increment or any other benefits under any

provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the Parental Leave.

In addition, credit for seniority shall continue to accrue during the entire period of the Parental Leave.

The Employer shall continue to pay its share of the premiums of the subsidized Employee Benefits in which the employee is participating during the entire period of the Parental Leave.

Should the employee decide to continue enrolment in the LTD plan, they shall contact the Union Benefit provider to arrange payment for continuance of LTD benefits.

Subject to any changes to the employee's status which would have occurred had the employee not been on Parental Leave, the employee shall be reinstated to their former duties, on the same shift, in the same department, and at the same rate of pay.

#### **ARTICLE 17 – HOURS OF WORK & OVERTIME**

17:01 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 be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise nor as a guarantee of working schedules.

17:02 The regularly assigned hours of work for all employees covered by this Agreement shall be seven (7) hours per day, thirty-five (35) hours per week exclusive of meal periods, except for Residential Staff. It is understood that Residential Staff shall not be scheduled more than ten (10) hours per day, seventy (70) hours per pay period, exclusive of meal periods. All hours worked in excess of regularly scheduled shifts shall be compensated at the rate of one and a half (1½) times the employee's hours worked including in their regular biweekly pay. Employees may instead elect to receive time off in-lieu of overtime pay, provided that they notify the Employer in writing in advance of January 1 each year of their desire to instead receive time in-lieu. Such option cannot be changed during that calendar year.

Where a paid holiday listed in article 19:01 falls on an employee's regularly scheduled work day but they are not required by the Employer to work and are instead receiving public holiday pay, the hours they would have typically been scheduled on that paid holiday shall be counted towards the threshold of hours worked for overtime purposes only. For clarity, nothing herein alters the manner in which public holiday pay is calculated.

17:03 [a] In the even that an employee has chosen time off in lieu of overtime, until December 31, 2021, it may be banked to a maximum of thirty-five (35) hours of overtime. The overtime bank may exceed thirty-five (35) hours of overtime at the mutual agreement of the Union and the Employer. Employees shall receive time off with pay in lieu of overtime at a mutually agreeable time considering the wishes of the employees and the efficiency of the operations.

In the event that an employee has chosen time off in lieu of overtime, effective January 1, 2022, it may be banked to a maximum of forty-five (45) hours of overtime. Once this maximum is achieved in a calendar year, the employee will no longer be able to accrue time for the balance of the calendar year, but will be permitted to draw down on the bank through taking time off with pay in lieu of overtime at a mutually agreeable time, considering the wishes of the employees and the efficiency of the operations.

[b] It is further agreed and understood that any accumulated time not taken by the first pay period in January of any given year shall be paid out by the Employer no later than February 15<sup>th</sup>.

17:04 [a] It is understood that if a Residential Worker, who is scheduled to work a ten (10) hour shift, is required to work overtime continuous with their shift, shall have no less than eight (8) hours rest between the completion of the overtime assignment and the commencement of their next shift. If the overtime assignment does not provide eight (8) hours rest, the employee shall use their accumulated lieu time to take the shift off, or in the event that they do not receive lieu time shall use other earned credits or leave without pay to take the shift off.

[b] In the event an employee does have a lieu time bank, but does not have sufficient time in it, it is agreed they can run a deficit not to exceed five (5) hours to ensure they are able to take their next scheduled shift off, if required.

17:05 SCHEDULING:

The scheduling of hours and days of work shall be posted in an appropriate place in each location two (2) weeks in advance. It is understood that schedules of work may be changed due to illness, Leaves of Absence, vacations and the efficiency of operations, therefore, the Employer shall give as much notice as is reasonably practicable to employees affected by such schedule change.

It is further understood that no employee shall be required to work more than ten (10) consecutive hours per shift in a twenty-four (24) hour period, nor shall be scheduled for more than seven (7) consecutive shifts. There shall be no split shifts.

Full time employees who are called into work at a time other than their regularly scheduled shift shall be credited with a minimum of three (3) hours at time and one half (1 ½) their regular straight time rate of pay.

17:06 **TEMPORARY REDEPLOYMENT**

CHRISTMAS BREAK:

[a] Employees not required to work between Christmas and New Years shall be scheduled off work without loss in pay, seniority or benefits.

[b] In the event that the Employer requires to close a Program on a temporary basis, the affected employees will have the option to take their vacations, time in lieu or

be redeployed without loss in pay, seniority or benefits and in accordance with the program needs of the Agency.

17:07 An employee who is scheduled to work night shift on the night where the time changes for the purposes of Daylight Savings time will be paid for all hours worked on that shift. Employees will be scheduled for ten (10) consecutive hours on the night in question in order to assure that they maintain their full time hours.

An employee who is scheduled to work night shift on the night where the time changes for the purposes of Standard Time will be paid for all hours worked on that shift.

17:08 MANDATORY TRAINING

- i Employees are responsible to track their expiry dates of all mandatory training that is required and to notify their Managers of such.
- ii Mandatory training includes Standard First Aid, W.H.M.I.S., Safe Management and Abuse Awareness and includes any other training that comes into effect from federal or provincial legislation.
- iii Employees who miss a scheduled mandatory training session without prior notification to their Manager and without a valid reason shall have to attend another scheduled session and will be responsible for any applicable training fees. Employee will be re-scheduled and paid for attending. The agency will absorb replacement staff wages and any other applicable fees.
- iv Employer will ensure a schedule of mandatory training will be posted in program sites.

ARTICLE 18 – VACATIONS

18:01 For the purpose of vacation entitlement and scheduling, January 1st of each year shall be used.

18:02 Employees shall receive annual vacations on the following basis:

- [a] less than one (1) year of service as at January 1st - 8.75 hours per month worked at the employee's current rate of pay.
- [b] one (1) full year to less than three (3) full years of service as at January 1st - 105 hours vacation with pay at the employee's regular rate of pay.
- [c] Three (3) full years of service to less than five (5) full years of service as at January 1st - 140 hours vacation with pay at the employee's regular rate of pay.
- [d] Five (5) full or more years of service as at January 1st - 175 hours vacation with pay at the employee's regular rate of pay.

- [e] Employees with twelve (12) years of service shall receive 21 hours with pay to be taken within three (3) years, at a time mutually agreed between the employee concerned and the Employer.
- [f] Employees with fifteen (15) years of service or more shall receive 35 hours with pay to be taken within the next five (5) years, at a time mutually agreed between the employee concerned and the Employer.
- [g] Employees with twenty (20) years of service shall receive 35 hours with pay to be taken within the next five (5) years, at a time mutually agreed between the employee concerned and the Employer.
- [h] Employees with twenty-five (25) years of service as at January 1<sup>st</sup> shall receive 210 hours vacation with pay at the employee's regular rate of pay.

18:03 Employees who are absent in excess of one hundred and forty (140) hours in any calendar year shall receive vacations and vacation pay on a pro rata basis. Absences due to vacation, paid leave of absence, paid sick leave, Workplace Safety and Insurance Board, Pregnancy and Parental Leave or any disability as defined in accordance with the Ontario Human Rights Code shall not be included for the purposes of this Article.

18:04 No employee covered by this Agreement will be granted pay in lieu of vacation.

18:05 Vacation scheduling shall be approved on the basis of seniority and efficiency of the operation of the Service. The Employer shall reserve the final decision as to the scheduling of vacation.

It is understood that employees shall take no more than four (4) weeks during prime time, the periods of June, July and August.

Vacations shall be commenced prior to December 31<sup>st</sup> of each year.

18:06 COMPENSATION FOR HOLIDAYS WITHIN VACATION SCHEDULE:

If a Paid Holiday falls or is observed during an employee's vacation, he shall be allowed an additional day's paid vacation.

18:07 VACATION SCHEDULES:

Vacation entitlements shall be posted in the scheduling/payroll system by March 1<sup>st</sup> of each year. Requests for vacation time for the period May 1<sup>st</sup> to September 30<sup>th</sup> shall be submitted by March 31<sup>st</sup> of each year in the scheduling/payroll system. Requests for vacation time for the period October 1<sup>st</sup> to December 31<sup>st</sup> shall be submitted by August 31<sup>st</sup> in the scheduling/payroll system. Managers are to be notified by the employee that requests have been made and are awaiting approval.

A manager will review the request and use one of the options in the scheduling/payroll

system to communicate the status of the request within thirty (30) days of the close of the request period.

Requests for vacation periods prior to May 1st should be submitted as early as possible.

Employees shall be permitted to use up to 10 vacation days separate from any other block of vacation requested. Separate days requested in the months of July, August or December may be approved at the Employer's discretion.

18:08 Upon requests, employees who are hospitalized or become seriously ill or seriously injured during their scheduled vacation period, or those required by a public health authority during a pandemic to quarantine or self-isolate may have the remainder of their vacation re-scheduled at a mutually agreed upon time with consideration for the efficient operations of the Agency, and Article 20 shall apply. Such request shall not be unreasonably denied.

In the event an employee is off on sick leave, and such employee continues to be sick into their vacation period, they shall continue to be paid sick leave if applicable, and the period of vacation scheduled during this time shall be re-scheduled by mutual agreement.

18:09 Should any employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half times his basic straight time rate for all hours so worked or for a minimum of three hours, whichever is greater.

To replace the originally scheduled days on which such work was performed, the employee will receive one vacation in lieu day off with pay for each day on which they have so worked.

## **ARTICLE 19 – PAID HOLIDAYS**

19:01 The Employer agrees to grant the following Paid Holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Remembrance Day	National Day of Truth & Reconciliation
Family Day	

It is understood that any shift where the majority of the shift's hours fall between 0000 hrs and 2400 hrs on the holiday, the entire shift shall be considered the holiday.

In the event that the Government declares an additional Holiday, it may be substituted for one (1) of the above-mentioned Holidays after discussion with the Union.

Notwithstanding the above, the Parties may agree to designate any day in lieu of the Holiday set out in this Article considering the wishes of the employees with a paramount consideration of the efficiency of the operation.

- 19:02 An employee who is required to work on a Holiday, as set out in 19:01 above, shall be paid at the rate of double time and one-half (2 ½) for all hours worked on the Holiday provided the employee qualified for same in accordance with 19:04. Notwithstanding this, where the employee has indicated "Bank" in the notes section of the scheduling software for that shift, the employee will instead be paid at the rate of regular time and one-half (1 ½) for all hours worked on the Holiday and shall receive another day off with pay at the employee's regular rate of pay provided the employee qualified for same in accordance with 19:04.
- 19:03 If a Holiday referred to in 19:01 or 19:02 above falls on an employee's regular scheduled day off, the Employer shall schedule another day off with pay in lieu within ninety (90) days of the Holiday at a mutually agreed upon time or pay the employee Holiday Pay.
- 19:04 Employees qualify for Holiday Pay provided they work their regular scheduled full shift immediately preceding the Holiday and their regular scheduled full shift immediately following the Holiday unless absent with the permission of the Employer.
- 19:05 Whether or not an employee qualifies for Holiday Pay will be determined in accordance with the provisions of the *Employment Standards Act*.

#### **ARTICLE 20 - SICK LEAVE**

- 20:01 [a] All employees who have Sick Leave, shall accumulate it at the rate of one (1) day per month of work up to a maximum of eight hundred and forty (840) hours accumulation. It is further understood that full time employees who are regularly scheduled on the basis of ten (10) hour shifts accumulate sick leave credits on the basis of ten hours.
- [b] For the purposes of this Article, one (1) day of Sick Leave pay is at the employee's regular rate of pay and based on the employee's actual hours of work.
- [c] When an employee is absent from work due to illness or injury for more than two (2) consecutive shifts, the employee may require an employee to provide a medical a medical slip from their physician upon their return to work, at their own expense.

Notwithstanding the above, any medical examinations, outside of absence due to illness or injury for more than two consecutive shifts, including work ability forms, requested by the Employer and all medical examinations required by Statute shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such medical documentation/work ability forms and examinations where such are not covered by OHIP. The employee may be examined by their own physician, however, the Employer reserves the right to obtain a second medical

opinion from another physician. Such request shall not be done in an unfair or arbitrary manner.

It is understood that for the purposes of the Article, a shift means the period of time between the start and finish of a single shift.

Employees shall attend at any medical examination requested by the Employer without loss of pay.

[d] Employees may attend personal medical/dental appointments during work hours in which case the period of absence (i.e. time of departure to time of return) will be subtracted from their accumulated Sick Leave Credits. Proof of attendance may be required by the Employer.

{e} Each employee shall be entitled to use three (3) days of their sick credits for personal reasons each calendar year. Employees shall request such days as far as advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending the appointments with family members. Requests for personal leave shall not be unreasonably denied.

20:02 Sick Leave Credits will not be earned for any month in which the employee worked less than one hundred and five (105) hours of actual work. For the purposes of this Article only, time off on vacation, paid Holidays, paid leave, WSIB, Pregnancy and Parental leave and any disability in accordance with the Ontario Human Rights Code, shall be deemed to be time worked.

20:03 [a] Sick Leave Credits may be used to supplement Workplace Safety & Insurance Board payments to the employee's regular rate of pay.

[b] Full time employees may request to have access to sick leave credits if eligible until such time as the employee's claim for benefits is approved by WSIB or the employee's sick leave bank is depleted. An employee making such a request must sign a letter authorizing reimbursement to the Employer by WSIB. Once an employee's WSIB claim is approved and the Employer receives the reimbursement, the employee's sick leave credits will be reimbursed and their sick leave bank adjusted accordingly on a pro-rata basis.

20:04 Employees have the right to contact their Manager to request the status of their sick leave credits.

20:05 NOTIFICATION:

In order to continue the efficiency of the operation, employees who are unable to report to work due to illness or accident shall report to their immediate supervisor or their designate at least one (1) hour prior to their shift. Such notice shall be a minimum of three (3) hours, unless not reasonably possible to do so, prior to the commencement of the Afternoon and Night shift in Residential Program.

While on sick leave that is of an undetermined duration, the employee is responsible to update their Manager as determined by their Manager.

Employees who wish to return to work after an illness or accident shall report to their immediate supervisor during the regularly scheduled Day shift immediately preceding the working day on which they wish to return. Should an employee fail to report as herein required, the Employer shall be under no obligation to provide work or pay for the shift on which the employee returns.

20:06 Sick Pay and Holiday Pay may not be duplicated.

#### **ARTICLE 21 – BEREAVEMENT/COMPASSIONATE**

##### **21:01 BEREAVEMENT LEAVE**

Employees who have completed their probationary period will be granted leave of five (5) working days without loss in pay because of a death of an employee's: spouse, common-law spouse, same sex spouse, children, mother, father.

Employees who have completed their probationary period will be granted leave of three (3) working days without loss in pay because of the death of an employee's sister, brother, mother-in-law, father-in-law, step-parents, grand-parents, grandchildren, brother-in-law, sister-in-law, step-brothers and step-sisters.

In addition, employees who have completed their probationary period will be granted a leave of one (1) day without loss in pay because of the death of an employee's aunts and uncles.

Upon request employees who suffer a loss during vacation or off days may have the remainder of their vacation re-scheduled at a mutually agreed upon time with consideration for the efficient operation of the agency.

Employees can defer the bereavement days for the purposes of attending a later burial, memorial service or celebration of life.

##### **21:02 COMPASSIONATE LEAVE**

Employees may be granted up to five (5) working days paid leave per year with prior approval by the Executive Director. Each request will be reviewed individually. Grounds for approval of this leave will be based on extenuating individual circumstances which may include serious illness of spouse, need to accompany young child to out of town hospital, death of an individual not covered under 21:01 above etc.

Justification for the Compassionate Leave must accompany the request.

## **ARTICLE 22 – BENEFITS**

22:01 The Employer and the employees agree to make contributions to the premium cost of the following Plans:

[a] Employers Health Tax - The Employer shall contribute one hundred percent (100%) of the premium cost.

[b] Group Insurance

The Employer shall contribute one hundred percent (100%) of the premium cost of the Life Insurance, Accidental Death and Dismemberment, Dental at current O.D.A. rates and dental coverage to include orthodontics and restoration at 50% recovery, Extended Health, Vision Care at \$500.00 every two (2) years in addition to covering for eye examination to a maximum of \$130.00 every two (2) years. Semi-Private Hospital and drugs; insurance providing for out of province medical coverage.

The plan shall include coverage for the following paramedical practitioners, subject to the terms and conditions of the plan:

- licensed psychologists, Registered Social Workers, psychotherapists with certification.
- licensed massage therapists, speech therapists, speech language pathologists or naturopaths.
- licensed osteopaths, chiropractors, podiatrists or chiroprodists.
- licensed physiotherapists.

22:02 The Employee will contribute one hundred percent (100%) of the premium cost of the Long Term Disability Plan.

The Employer's responsibilities are to provide enrolment information and any other relevant information and to deduct the premiums and to provide such to the Broker of the Union's choice.

The Parties agree that the Long Term Disability Plan is not included for the purposes of Article 22:06.

22:03 It is understood and agreed that the Insurance Plans shall be administered by the Insurance Carriers and employees shall be enrolled in the Plans at the employees' written request and receive Benefits in accordance with the Insurance Plans. Notwithstanding the above, it is understood that coverage for benefits will be provided to all employees including employees who work beyond the age of sixty-five.

It is understood that such coverage will not exceed 24 months of absence. Exclusions are: on strike/ lock-out, on lay-off, on authorized leave of absence and unpaid medical leave.

It is understood that, once the Employee has exhausted their 24 months on LTD, they

will have the option to continue their premium benefits for up to 12 months while in the process of obtaining alternate benefits. The Union and the Employer will be assisting in the process, if needed, within the 12 months.

Currently, three (3) individuals under the old language will be grandfathered until age 65.

22:04 The Employer and employees participating shall make contributions in accordance with the Pension Plan.

22:05 The Employer's share of the premium cost of the aforementioned Plans shall cease when an employee:

[a] is on strike;

[b] is on lay-off;

[c] is absent from work in excess of forty-five (45) continuous calendar days in any calendar year excluding vacation periods and paid Sick Leave under Article 21. Employees shall not be required to pay for the Employer's share of Benefits for the first forty-five (45) continuous calendar days of absence.

22:06 It is agreed by the Parties that the Carriers of Benefit Plans identified in Article 22:01 may be changed during the terms of this Agreement provided that the Benefits available to employees are equal to or better than the Benefits presently provided.

No change in Carriers shall take place without prior discussion with the Union.

22:07 WSIB

It is understood that the following applies to all employees:

The Parties hereby agree that there will be no opting out of WSIB unless the Parties are able to find and agree on a carrier that will be able to provide equal or superior benefits and an Appeal process as is currently being provided by the *Workplace Safety and Insurance Act*.

### **ARTICLE 23 – PERSONNEL FILES**

23:01 An employee shall have the right at a mutually agreed time to have access to and review their personnel file in the presence of a Nominee of the Executive Director of the Association and shall have the right to request a copy of any material in the file, and respond in writing to any documents contained therein and such reply shall become part of the personnel file.

It is further understood that an employee shall have the right to have their steward present.

**ARTICLE 24 – GENERAL CONDITIONS**

24:01 **BULLETIN BOARDS:**

The Employer shall provide the Union with Bulletin Boards for the purpose of posting notices of meetings and such other notices as may be of interest to the employees.

24:02 **COPIES OF AGREEMENT:**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree that a digital/electronic copy of the Collective Agreement will be made available for review on each program's computer and a paper copy placed in each work location. The Employer and the Union shall bear fifty percent (50%) of the cost of printing any hard copies of the Collective Agreement.

24:03 **BONDING EMPLOYEES:**

The Employer shall pay one hundred percent (100%) of the premium cost of Bonding Insurance for all employees who are required to handle money. Coverage shall be in accordance with the Insurance Plan as administered by the Insurance Company.

24:04 [a] Employees who are injured during working hours and require to leave work shall be entitled to receive full wages and benefits for the full shift, without deduction being made from their Sick Leave Credits.

[b] Transportation to the nearest physician or Hospital for employees requiring care by a physician or Hospital, as a result of a workplace injury/accident shall be at the expense of the Employer.

24:05 The Employer shall provide accommodations for employees to have their meals, store and change their clothing.

24:06 **PAY DAYS:**

The Employer shall pay wages and salaries every second Thursday up to the amount payable as of the preceding Sunday in accordance with Schedule "A" and "B" attached hereto and forming part of this Agreement. If in the event that the statutory holiday falls within a pay week, the pay date will be deferred to the Friday of that week.

**ARTICLE 25 - ALLOWANCES**

25:01 **VEHICLE ALLOWANCE**

[a] Where an employee is authorized to use their own vehicle on Employer business including driving to assigned duties away from their accustomed work location they shall be paid a mileage allowance in the amount of forty-five (\$0.45) cents per kilometre

- [b] Employees are responsible for any traffic violations incurred while using their personal vehicles or Agency vehicles for work purposes.

25:02 CLOTHING ALLOWANCE:

Where it requires wearing of the same; the Employer shall provide the following:

- [a] safety equipment
- [b] smocks
- [c] one pair of Government approved safety boots every two (2) years provided the employee has completed their probationary period
- [d] the Employer will reimburse up to \$175 for these purchases
- [e] the Employer reserves the right to identify the supplier

25:03 Where an employee is authorized to travel outside of the City of Greater Sudbury on Employer business, they shall be entitled to a meal allowance of up to sixty dollars (\$60.00) per day. It is agreed that this allowance shall be administered in accordance with Agency policy.

**ARTICLE 26 - SCHEDULES & ADDENDUM**

26:01 Schedule "A" and "B" Wages and Part time Agreement - Addendum is attached hereto and forms part of this Agreement.

26:02 In the event that the Ministry of Children & Community Social Services (MCCSS) provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits, the Union and Employer shall meet to determine the method of allocation and implementation of funding to wages and/or benefits. The Employer shall provide the Union with full disclosure regarding any additional funding. It is agreed that any additional funding flowing from the Ministry that is targeted to wages and/or benefits shall be in addition to any bargained economic increases.

26:03 Schedule "A" and "B" will be amended to incorporate the Pay Equity adjustments into the rate of pay.

**ARTICLE 27 – DURATION**

27:01 This Agreement shall be in effect from: April 1, 2023 to March 31, 2026 and shall continue automatically for annual periods of one (1) year each thereafter unless

either Party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

27:02

If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until the Parties are released by the Ministry of Labour, Training and Skills Development for the Province of Ontario in accordance with the *Ontario Labour Relations Act*, R.S.O. 1995.

DATED AT SUDBURY THIS 23 DAY OF February, 2024

SIGNED ON BEHALF OF:

SUDBURY DEVELOPMENTAL SERVICES /  
SERVICES POUR HANDICAPS DE  
DÉVELOPPEMENT DE SUDBURY

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2599

[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]  
[Signature]

## **PART TIME EMPLOYEE ADDENDUM**

### **ARTICLE PT- 1**

PT-1:01 The following Articles of the Full Time Agreement shall not apply to Part Time Employees:

Article 11:01	Seniority
Article 11:02	Probationary Period
Article 15	Jury Duty
Article 17	Hours of Work & Overtime (with the exception of Article 17:04, 17:07 and 17:08)
Article 18	Vacations
Article 19	Paid Holidays
Article 20	Sick Leave
Article 21:01	Bereavement Leave
Article 22	Benefits (with the exception of Article 22:07)

PT-1:02 The following Articles of the Full Time Agreement shall not apply to Casual Employees:

Article 11:01	Seniority
Article 11:02	Probationary Period
Article 13	Lay off and Recall
Article 15	Jury Duty
Article 17	Hours of Work & Overtime (with the exception of. 17:07 and 17:08)
Article 18	Vacations
Article 19	Paid Holidays
Article 20	Sick Leave
Article 21:01	Bereavement Leave
Article 22	Benefits (with the exception of Article 22:07)

The following Articles of the Part Time Agreement shall not apply to Casual Employees:

Article 5:01	Vacations
Article 7:01	Benefits

### **ARTICLE PT- 2 - PROBATIONARY PERIOD**

PT-2:01 Newly hired Part Time and Casual Employees will be on a probationary basis for a period of 910 hours of work and will receive a review upon the completion of 455 hours of work from the date of hire, and a formal evaluation prior to the completion of the probationary period. During the probationary period, the employee shall be entitled to all the rights of this Agreement except with respect to discharge. Discharge

or discipline of probationary period employee(s) shall be at the sole discretion of the Employer and shall not be made the subject of a grievance. It is understood that such discharge shall not be made in an arbitrary, discriminatory manner or in bad faith.

After the completion of the probationary period, seniority shall be effective from the employee's most recent hiring date with the Employer and shall be calculated in hours. The probationary period may be extended by mutual agreement between the Employer, the employee and the Union.

### **ARTICLE PT- 3 - SENIORITY**

PT-3:01 Seniority as referred to in this Agreement, shall mean the length of continuous service calculated in hours since the employee's most recent hiring date with the Employer.

Part Time Employees who accrue seniority and are absent from work due to an injury while at work or a disability as defined in accordance with the Ontario Human Rights Code, will accrue seniority and service for the duration of the absence, based on the average number of hours worked during the four (4) week period immediately prior to the injury.

Notwithstanding Article 11:06, 19:03 21:02 and 3:01 of the Part time Addendum, employees who are on Long Term Disability will retain credit for their full service upon their return to active employment.

### **ARTICLE PT- 4 - HOURS OF WORK & OVERTIME**

It is understood and agreed by the Parties that the Employer will comply with the *Employment Standards Act*.

PT-4:01 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 be a guarantee or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

PT-4:02 SCHEDULING

- [a] The scheduling of hours and days of work shall be posted in an appropriate place in each location two (2) weeks in advance. It is understood that schedules of work may be changed due to illness, Leaves of Absence, vacations and the efficiency of operations; therefore, the Employer shall give as much notice as is reasonably practicable to employees affected by such schedule change.
- [b] Part Time employees are scheduled for shifts on the schedule of the home or program to which they are assigned.

[c] Part Time employees and employees assigned to temporary part time who meet the qualifications and the normal requirements to perform the duties assigned without training may be offered shifts at other homes or programs where no other part time/temporary part time employees who hold a position in the home or in the program are available.

[d] REGULAR POSTED SCHEDULE

- i] part time employees will be pre-scheduled for a minimum of 28 hours in a two-week pay period;
- ii] where a block of continuous shifts is available to be scheduled as a result of the absence of a full time employee, the block of continuous shifts will be offered as per SDS scheduling guidelines.
- iii] When a block of continuous shifts cannot be covered as a block, then it will be offered as individual shifts as per SDS scheduling guidelines.
- iv] individual shifts which come available will be offered to part time/temporary part time employees who hold a position in the program/home pursuant to their availability and prior to offering shifts to other part time and casual employees.

[e] UNPLANNED REPLACEMENT SCHEDULE

Any shifts which come available will be offered to part time/temporary part time employees of the home/program, pursuant to their availability and in accordance with their seniority prior to offering shifts to other part time or casual employees in accordance with [c] above.

[f] In all incidences of scheduling; i.e., Regular Posted Schedule and Unplanned Replacement Schedule, part time employees will not be offered or scheduled for shifts if the shift will result in an overtime premium being paid by the Employer at any time during a pay period.

[g] The Parties agree to the following conditions as it pertains to the scheduling of hours for part time and casual employees:

- Each program will have an individual availability listing of employees orientated to work in the program;
- The availability listing in the individual programs will be based on seniority.
- Part time/temporary part time employees will be offered shifts in accordance with their seniority up to a maximum of 88 hours in a two week pay period in accordance with the attached Scheduling Guidelines and in accordance with the Letter of Understanding referring to the *ESA*.

## SCHEDULING GUIDELINES

### Unplanned Replacement Call Ins-

1. Staff who are already working a shift in which the hours overlap any part of the shift being offered, will be considered unavailable. Individual staff schedules are not to be adjusted to make the hours overlap. The original scheduled shift hours are to be adhered to. In Day Services, a scheduled shift can be switched, lengthened or shortened to meet the needs of the program.

*i.e. A sleep night staff finishing their shift at 9:00 am, would not be available for a shift starting at 8:00 am. They would not be able to adjust their schedule to finish the night shift at 8:00 am so that they would be eligible for the shift.\*\* This does not apply to blocks of shifts. Blocks will be offered based on seniority and original staff schedule will be replaced.*

2. Shift extensions that do not result in overtime may occur for periods up to two hours prior to the commencement of a shift, or at the end of a shift if the period of staff time required is no more than two hours and the extended time is not part of a longer shift.

*#1 If staff is working 2 pm to 9pm and a 4pm to 11 pm shift becomes available, the entire 4pm to 11 pm shift must be covered. If staff is not able to cover the entire shift, the person working 2pm to 9pm may extend their shift to 11 pm to make the hours of the available shift 4pm to 9pm.*

*#2 If a staff is working 2-9 and a client needs to be picked up at one. The staff can be called into start their shift early to go pick up the client.*

*#3 If a client is at an appointment with staff, and the appointment last a bit longer than expected, the shift can be extended to cover the later time.*

3. Periods of time in excess of two hours are considered a separate shift and must be filled pursuant to seniority and availability prior to switching or extending the shift.
4. The entire vacant shift is the shift to be offered up via this process. Staff are not to schedule themselves into the vacant shift and then offer up the shift they vacated. \*\* the only exception to the rule within staff control is the coverage of shifts in which part of the shift was designated for off floor work, ie staff meetings, paper work day. In this case, the shift becomes only the required hours of client care.

If the staff is unable to cover the shift vacated by the part time staff taking the longer shift, the staff member is to return to their original schedule and cover off the shift originally identified as being available.

Staff are not to adjust their current schedule to make sure the acceptance of the shift leaves them within their 88 hours.

\*\*In any of the above situations, the process/schedule can be changed with management approval based on the needs of the clients/program.

\*\* Switching of shifts will not be considered if the switching of the shifts places the program/clients in any type of disadvantage. For example, the switching of the shift either leaves someone unfamiliar with the program responsible for taking clients on an outing or to an appointment, or leaves two unfamiliar people in the program for the shift.

PT-4:03 While on unpaid sick leave that is of an undetermined duration, the employee is responsible to update their Manager as determined by their Manager.

#### **ARTICLE PT- 5 - VACATIONS**

PT-5:01 [a] Effective upon ratification by the Parties, employees shall accumulate active service in hours for the purpose of vacations in accordance with the following:

Less than 5460 hours	4%
5461 to 7280 hours	6%
7281 to 9100 hours	8%
more than 9101 hours	10%

[b] Notwithstanding the above, employees who have reached their five (5) year anniversary based on their date of hire, will be entitled to six percent (6%) vacation pay in accordance with the E.S.A.

#### **ARTICLE PT- 6 - PAID HOLIDAYS**

PT-6:01 Employees are entitled to nine public holidays with pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, National Day of Truth & Reconciliation, Thanksgiving Day, Christmas Day, Boxing Day and Family Day.

It is understood that any shift where the majority of the shift's hours fall between 0000 hrs and 2400 hrs on the holiday, the entire shift shall be considered the holiday.

Eligibility for the holiday will be determined in accordance with the eligibility Provisions within the *Employment Standards Act*.

PT-6:02 [a] If a qualified employee works on a public holiday, the employee must be paid at time and one half (1 ½) the regular rate for those hours worked, in addition to the employee's regular day's pay for that public holiday.

[b] If the holiday falls on a non-working day for a qualified employee, the employer will pay the employee the regular wage for that public holiday

[c] An employee who does not qualify for a paid holiday, must be paid at time and one half (1 ½) the employee's regular rate for each hour worked on the public holiday.

**ARTICLE PT- 7 - BENEFITS**

It is understood that all employees enrolled in the part time benefits prior to November 29, 1996 shall continue to be eligible for benefits in accordance with Article 7:01.

It is further understood that any employees enrolled in the part time benefit package after November 29, 1996 shall be enrolled subject to Article 7:02.

PT-7:01      Qualification for Health Benefit coverage will be based upon hours worked excluding overtime hours in a twelve month period ending March 31 and will qualify the employee for Health Benefit coverage during the subsequent twelve month period, provided the request has been made by the employee.

**HEALTH BENEFITS**

HOURS WORKED BY AN EMPLOYEE (excluding O.T.)	% OF EMPLOYER CONTRIBUTION TO PREMIUM COST
780-884	20%
885-1040	40%
1041-1144	60%
1145-1248	80%
1249-1820	100%

PT-7:02      Qualification for Health Benefit coverage will be based upon hours worked excluding overtime hours in a twelve month period ending March 31 and will qualify the employee for Health Benefit coverage during the subsequent twelve month period, provided the request has been made by the employee and enrolment is during the opt-in month of April of each year.

**HEALTH BENEFITS**

HOURS WORKED BY AN EMPLOYEE (excluding O.T.)	% OF EMPLOYER CONTRIBUTION TO PREMIUM COST
780-988	20%
989-1248	40%
1249-1560	60%
1561-1819	80%
1820	100%

PT-7:03 It is further understood that any full time employees who have been displaced in accordance with Article 12:04 into a part time position shall be entitled to receive benefits in accordance with Article 7:01 (Part Time Addendum).

PT-7:04 Part Time employees not currently receiving benefits, who have passed their probationary period, will be entitled to vision benefits in the amount of \$200 every two years per eligible dependant (as current benefit plan applies.)

PT-7:05 It is understood that the employee must be working at least fourteen (14) hours per week and that participation for part time employees is on a voluntary basis.

PT-7:06 Part time employees who are on an approved Long Term Disability Claim, will be granted as a courtesy to continue their Dental and Health Benefits at the employee's full expense up to a maximum of 24 months from the Long Term Disability approval date.

It is understood that, once the Employee has exhausted their 24 months on LTD, they will have the option to continue their premium benefits for up to 12 months while in the process of obtaining alternate benefits. The Union and the Employer will be assisting in the process, if needed, within the 12 months

#### **ARTICLE PT- 8 – BEREAVEMENT LEAVE**

PT-8:01 Part Time employees who have completed their probationary period will be granted leave of up to two (2) working days without loss in pay because of a death of an employee's: spouse, common-law spouse, same sex spouse, children, mother, father. It is understood that this leave entitlement can only be applied to their guaranteed scheduled shifts falling within fourteen (14) calendar days of the date of the death.

Employees who have completed their probationary period will be granted leave of one (1) working day without loss in pay because of the death of an employee's sister, brother, mother-in-law, father-in-law, step-parents, grand-parents, grandchildren, brother-in-law, sister-in-law, step-brothers and step-sisters. It is understood that this leave entitlement can only be applied to their guaranteed scheduled shifts falling within fourteen (14) calendar days of the date of the death.

Employees can defer up to one (1) of the bereavement days for the purposes of attending a later burial, memorial service or celebration of life.

PT-8:01 Any leave taken for this purpose will count towards the employee's entitlement to personal emergency leave under the *Employment Standards Act*. For clarity, this provision is not intended to reduce entitlement under PT-8:01, in the event of multiple deaths eligible for paid leave under PT-8:01.

DATED AT SUDBURY THIS 23 DAY OF February, 2024

SIGNED ON BEHALF OF:

SUDBURY DEVELOPMENTAL SERVICES /  
SERVICES POUR HANDICAPS DE  
DÉVELOPPEMENT DE SUDBURY

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2599

[Signature]

Jane Youssef

Irish Pomykale

[Signature]

Valerie Barbe

Debra Hill

Darcy Blanchard

[Signature]

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

[hereinafter called the "Employer"]

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2599**

[hereinafter called the "Union"]

The Parties hereto recognize that Temporary Government Incentive Programs are of benefit to Employer's operations.

Therefore, the Employer may utilize persons employed under a Temporary Government Incentive Program of six [6] month duration, provided such persons are not used to displace, cause regular hours of work to be reduced, cause the lay-off of any Bargaining Unit employee. Persons employed under such programs shall be paid in accordance with the program as dictated by the sponsoring Agency and the Collective Agreement shall not apply.

Prior to the implementation of the programs the Employer shall meet to discuss the program and provide the Union with the names of the persons to be employed, the duration of the program, and the positions to be held.

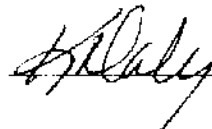
Programs may be extended by mutual agreement of the Parties.

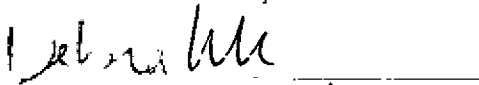
DATED AT SUDBURY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

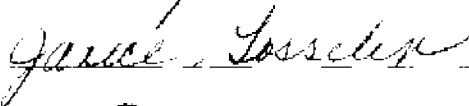
**FOR THE UNION:**

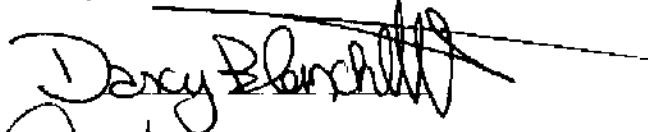
**FOR THE EMPLOYER:**

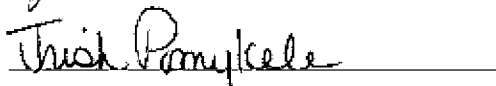


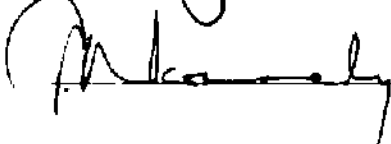














**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

[hereinafter called the "Employer"]

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2599**

[hereinafter called the "Union"]

The Parties hereby agree to the following:

**LOU re: Ad Hoc Scheduling Committee**

The Parties agree that scheduling is of mutual interest to the Parties. In keeping with this, the Parties agree to establish an Ad Hoc Scheduling Committee.

The Committee will be comprised of two (2) Union Representatives and two (2) Employer Representatives.

The Committee shall be tasked with reviewing scheduling processes. The Committee shall have the authority to amend/add/remove scheduling provisions and/or Scheduling Guidelines within the Collective Agreement, with any such change being documented in a Letter of Understanding.

This Committee will schedule the first meeting within 30 days of signing this Collective Agreement.

This Letter of Understanding shall be removed after the life of the present Collective Agreement.

DATED AT Sudbury, Ontario, this 23 day of February 24.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

Valerie Barbe

J. Daly

Donna Liu

Jane Gosselin

Darcy Marshall

Trish Pomplun

M. Massey

[Signature]

**LETTER OF UNDERSTANDING #3**

**Re: Advocate for Improved Funding**

**BETWEEN**

**SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

[hereinafter called the "Employer"]

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2599**

[hereinafter called the "Union"]

The Employer and the Union agree to encourage 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 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 Union and Employer will be vigilant and reactive to any government incentive programs; i.e., Passport, and encourage the government to ensure a regulatory body is in place and be in compliance as expected for any Transfer Payment Agencies.

DATED AT SUDBURY THIS 23 DAY OF February, 2024

**FOR THE UNION:**

**FOR THE EMPLOYER:**

Valerie Barber

[Signature]

Debra Bell

Jane Haveler

Darcy Brochett

Trish Pomplene

[Signature]

[Signature]

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

[hereinafter called the "Employer"]

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2599**

[hereinafter called the "Union"]

The Parties agree to jointly maintain the SDS/CUPE Pay Equity Plan.

DATED AT SUDBURY THIS 23 DAY OF February, 2024

**FOR THE UNION:**

**FOR THE EMPLOYER:**

Valerie Barbe  
Debra Lili  
Darcy Blomquist  
M. Mansell

Daly  
Jarice Cossette  
Trish Penney  
[Signature]

**LETTER OF UNDERSTANDING #5**

**BETWEEN  
SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

[hereinafter called the "Employer"]

**AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2599**

[hereinafter called the "Union"]

The Parties agree that all scheduling will be done in accordance with the terms of the Collective Agreement and Section 18 (1) (2) (3) (4) and Section 19 of the *Employment Standards Act, 2000*.

Section 19 Exceptional Circumstances:

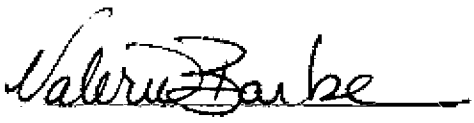
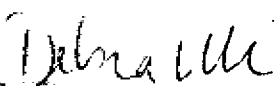
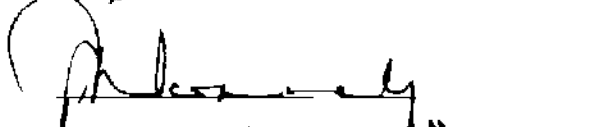
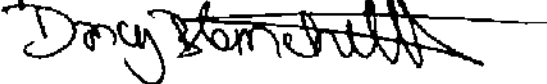
An Employer may require an employee to work more than the maximum number of hours permitted under Section 17 or to work during a period that is required to be free from performing work under Section 18 only as follows, but only so far as it is necessary to avoid serious interference with the ordinary working of the Employer's establishment or operations:

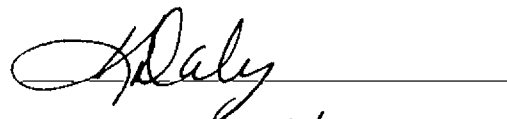
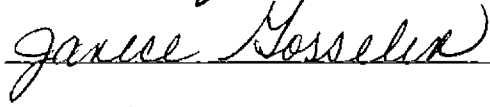


1. To deal with an emergency;
2. If something unforeseen occurs, to ensure the continued delivery of essential public services, regardless of who delivers those services;
3. If something unforeseen occurs, to ensure that continuous processes or seasonal operations are not interrupted;
4. To carry out urgent repair work to the employer's plant or equipment.

DATED AT SUDBURY THIS 23 DAY OF February, 2024

FOR THE UNION:

FOR THE EMPLOYER:

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**SUDBURY DEVELOPMENTAL SERVICES/  
SERVICES POUR HANDICAPS DE DÉVELOPPEMENT DE SUDBURY**

[hereinafter called the "Employer"]

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2599**

[hereinafter called the "Union"]

The Parties hereby agree to the following:

In the event that the Ministry and/or Provincial Government legislates Regulatory Colleges for DSW and /or PSW, the Parties shall meet in Joint Consultation to discuss the matter and the implementation process.

DATED AT SUDBURY THIS 23 DAY OF February, 2024

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<u>Valerie Barbe</u>	<u>DeLaly</u>
<u>Debra Hill</u>	<u>Janece Hosselink</u>
<u>Dorcy Blanchard</u>	<u>Trish Pomylkele</u>
<u>Normandy</u>	<u>[Signature]</u>

**APPENDIX A**

**SALARY SCHEDULES "A"  
EFFECTIVE APRIL 1, 2023**

<u>Classification</u>	<u>START</u>	<u>Hourly Rate</u> <u>910 hrs</u>	<u>1820 hrs</u>	<u>3640 hrs</u>
Respite Co-Ordinator	\$30.18	\$30.64	\$31.14	\$32.00
Senior Counsellor	\$28.62	\$29.08	\$29.56	\$30.40
Direct Support Worker A	\$25.88	\$26.43	\$27.12	\$27.89
Property Building & Maintenance Technician	\$25.88	\$26.43	\$27.12	\$27.89
Awake Night Staff				\$25.26
Direct Support Worker B				\$24.77
Direct Support Worker B - Respite				\$25.84

**EFFECTIVE APRIL 1, 2024**

<u>Classification</u>	<u>START</u>	<u>Hourly Rate</u> <u>910 hrs</u>	<u>1820 hrs</u>	<u>3640 hrs</u>
Respite Co-Ordinator	\$33.85	\$34.32	\$34.83	\$35.70
Senior Counsellor	\$32.26	\$32.73	\$33.22	\$34.07
Direct Support Worker A	\$29.46	\$30.02	\$30.73	\$31.51
Property Building & Maintenance Technician	\$26.40	\$26.96	\$27.67	\$28.45
Awake Night Staff				\$28.83
Direct Support Worker B				\$28.33
Direct Support Worker B - Respite				\$29.42

**EFFECTIVE APRIL 1, 2025**

<u>Classification</u>	<u>START</u>	<u>Hourly Rate</u> <u>910 hrs</u>	<u>1820 hrs</u>	<u>3640 hrs</u>
Respite Co-Ordinator	\$34.53	\$35.01	\$35.53	\$36.42
Senior Counsellor	\$32.91	\$33.39	\$33.89	\$34.76
Direct Support Worker A	\$30.05	\$30.62	\$31.35	\$32.14
Property Building & Maintenance Technician	\$26.93	\$27.50	\$28.23	\$29.02
Awake Night Staff				\$29.41
Direct Support Worker B				\$28.90
Direct Support Worker B Respite				\$30.01

**APPENDIX B**

**DEVELOPMENTAL SERVICES HUMAN RESOURCE STRATEGY**

March 19, 2010

**The intention of core competencies...outlining the principles**

Every day in Ontario, thousands of direct support employees assist people with a developmental disability to live more inclusive and dignified lives. The quality of these services and supports has a direct impact on the quality of life for the people supported. The model of core competencies is designed to recognize and promote the personal motivations as well as the professional traits and behaviours that exemplify the best direct support employees in the sector. The guiding principles underlying the core competencies model include an integrated human resource approach that will inspire and recognize skilled, professional direct support employees and raise the dreams and aspirations of the people we support. The following statements of principle guide the implementation of the core competency model and outline its intent and benefits.

**Recognize the professional nature of direct support work:**

Supporting people with a developmental disability to live more inclusive and dignified lives is very rewarding work. Effective supports require creativity, motivation and many more professional traits and behaviours. The core competency model provides recognition of the professional nature of the work that we do every day.

### **Recruit the right people:**

The core competency model is designed to enhance our ability to recruit people who share our values for more inclusive communities. The nature of our work demands that we recruit the best people we can and the core competency model will help us do that. An important goal of the Developmental Services Human Resource Strategy is to make the sector a career of choice for both new and experienced employees.

### **Provide job enhancement opportunities and make career paths more transparent:**

The introduction of a core competency model in the sector is designed to benefit employees by providing job enhancement opportunities and making career paths more transparent. The model provides the sector with a unique ability to assist direct support 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 sector with an important tool for succession planning.

### **Engage and inspire direct support employees to remain in the sector:**

By highlighting the professional nature of direct support work and creating career opportunities, the core competency model will improve retention in the sector. However, the implementation of core competencies in the sector seeks to go beyond retention by striving for a more engaged and inspired workforce.

### **Provide a strength based approach to developing and enhancing direct support work:**

Our professional work in support of people with a developmental disability is dedicated to seeing people grow, meet new challenges, and aspire to new dreams. The core competency model reflects this attitude as a 'going forward' process for employees in the sector. Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The core competency model will provide a valuable tool for feedback to enhance direct support work. The primary benefit and intent of the core competency model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

### **A foundation for increased and sustainable human resource capacity:**

Core competencies provide the foundation for the work of all the committees of the Developmental Services Human Resource Strategy. Implementing the core competencies model provides a consistent and coherent framework for meeting the challenges of transformation in the sector.

This document was initiated by the Human Resource Shared Interest Committee, a Committee of the Developmental Services Human Resource Strategy. This Committee is composed of individuals representing the interests of direct support workers across the Province – that is, corporate Union representatives from SEIU, CUPE and OPSEU, a non-union leader to represent the interests of non-unionized direct support workers, and sector representatives appointed by the Provincial Network, Human Resources Committee.

As well, this document has been endorsed by the Developmental Services Human Resources Strategy Steering Committee.

**Human Resource Shared Interest Committee:**

Nancy Wallace-Gero: Community Living Essex County, Chair, Human Resource Shared Interest Committee | Kathy Johnson: CUPE | Jim Beattie: CUPE | Sean Wilson: OPSEU | Sue Walker: OPSEU | Brad Philp: SEIU | Dave Ferguson: OCAPDD | Marion Peck: Madawaska Valley ACL | Eugene Versteeg: Christian Horizons | Andrew Lewis: Niagara Support Services/ Niagara Training & Employment Agency Inc | Steve Finlay: Steering Committee Co-chair, CL Oshawa-Clarington | Holly Duff: Project Coordinator, HR Strategy

lc/cope491