

COLLECTIVE AGREEMENT

Between

COMMUNITY LIVING - STORMONT COUNTY

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 2737**

April 1, 2023 to March 31, 2027

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ARTICLE 1 - PURPOSE

1.01 - Purpose

1. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To work with Management and all interested bodies to encourage efficient, high quality service to the individuals we support and members.
4. To foster a public opinion conducive with financial support for optimal provision of services for people with developmental challenges.

5. Labour Force Strategy

The parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress, quality of service and sustainability of the sector. All parties support the Developmental Service Sector in strengthening the important services it delivers and to make the work of the sector a "career of choice". To that end, the parties agree to advocate for and support the formation of a Provincial Developmental Services Advisory Group (DSAG),

1.02 - Definitions

In this Collective Agreement:

- "Employer" shall mean Community Living – Stormont County.
- "Union" shall mean Canadian Union of Public Employees and its' local 2737.
- "Full-Time Employee" shall mean a person employed to work 72 hours bi-weekly.
- "Part-Time Employee" shall mean a person employed to work less than 72 hours bi-weekly.
- "Support Worker I" shall mean a position requiring and S.S.W. diploma (formerly B.S.T., M.R.C., D.S.W.) or deemed to be equivalent as determined by a provincially accredited college.
- "Support Worker II" shall refer to a position for which a diploma may be an asset, however the posted qualifications shall not require a diploma.
- "Night Awake" shall refer to a position that requires that the incumbent be awake to work regularly scheduled night shifts.
- "Night Asleep" shall refer to a position requiring that the incumbent respond to the needs of individuals throughout the night shift. Incumbents in night asleep positions may engage in non-work activities including sleep.
- "Relief Employee I" shall mean a person employed to work regularly scheduled part-time hours.
- "Relief Employee II" shall mean a person employed to work as required.
- "Associate Worker I and II" shall refer to a position created to perform work for someone who is in receipt of direct funding. Associate Worker I positions shall be placed on the salary grid of Support Worker I positions and Associate Worker II positions shall be placed on the salary grid of Relief Employee I positions.
- "Lay Off" shall mean an Employee who is no longer actively employed with the agency. Employees on lay off are eligible for recall for a period of up to one year, from the last day of active work.
- "Union Officer" shall be defined as any member of the Union Local Executive.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 - Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the Grievance and Arbitration Procedure.

2.02 - Not Discriminatory

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

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 - Bargaining Unit

All Employees of Community Living – Stormont County save and except:

- Executive Director
- Assistant Executive Director
- Executive Assistant
- Managers
- Administrative Services Manager
- Human Resources Manager
- Human Resources Staffing & Scheduling Officers
- any person who has a developmental challenge who could be employed with the agency
- students on student placements.

3.02 - Work of The Bargaining Unit

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

The foregoing shall not prevent volunteers from assisting employees and/or individuals we support providing such assistance does not reduce the hours of work or pay of any employee or decrease the present complement of Bargaining Unit members. Assistance by volunteers means accompanying individuals we support to movies or outings, helping out with grocery shopping, being involved in planning or support circles, or any such activity.

In the event of a last-minute sick call, where the Employer chooses not to replace the shift or remainder of the shift, the Employer agrees that any students will be reassigned to another location.

3.03 - No Other Agreements

No employee within the Bargaining Unit shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

3.04 – Letters of Agreement

Supplementary agreements, if any, shall form part of this Agreement and are subject to the Grievance and Arbitration Procedure.

ARTICLE 4 - NO DISCRIMINATION

4.01 - Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliations, sex or marital status, place of residence, nor by reason of **their** membership or activity in the union.

ARTICLE 5 - CHECK - OFF UNION DUES

5.01 - Check - Off Payments

The Employer shall deduct from every unionized employee monthly dues. The Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of the application of this article. The parties understand that the intentional withholding of union dues will be subject to an interest penalty.

5.02 - Deductions

Deductions shall be made from each pay and shall be forwarded each month, to the National Secretary-Treasurer of the Union, no later than one week after the month end, accompanied by a notice of change to the list of the names of unionized employees from whose wage the deductions have been made.

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 - Interview Opportunity

At a time and place designated by the Employer, the Steward or representative of the Union shall be allowed an opportunity to meet with such new employee (s) for up to thirty (30) minutes for the purpose of acquainting the employee with the Union. Such meeting is to occur concurrently with the orientation. Management will coordinate with the Union the time and date of this meeting within 15 calendar days. Such meeting will occur during normal working hours and without loss of pay for the Union representative.

ARTICLE 7 - CORRESPONDENCE

7.01 - Correspondence

Correspondence relating to negotiations, policies and/or the operational directions shall pass to and from the Executive Director or designate to the Union President, electronically, with a paper copy to the Union Secretary. Letters of discipline shall be forwarded as a paper copy to the Union President and Secretary.

ARTICLE 8 - LABOUR/MANAGEMENT COOPERATION COMMITTEE

8.01 - Establishment of Committee

A Labour/Management Co-operation Committee shall be established consisting of up to four (4) representatives of the Union and four (4) representatives of the Employer, with the right to substitute if necessary. The Committee shall enjoy the full support of both parties in the interests of maximum service to the individuals supported by the Association.

8.02 - Function of Committee

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Increasing operating efficiency.
- 3) Improving services to the individuals supported by the Association.
- 4) Promoting health and safety practices.
- 5) Reviewing suggestions from employees and the Employer, questions of working conditions and service (but not grievances concerned with service).
- 6) Recommending on-the-job training.
- 7) Any other matter of mutual interest and concern.
- 8) When the employer introduces an operational policy and/or changes to operational policies, such policies will be provided to the Union at a Labour/Management Meeting for any required clarification, before implementation.

8.03 - Meetings of Committee

The Committee shall meet at least once each month, usually on the first Thursday of the month unless the majority of the committee agrees otherwise, at a mutually agreeable time and place. Members shall receive the minutes of the previous meeting, a notice and agenda of the upcoming meeting at least forty-eight (48) hours in advance of the meeting, sent electronically. The minutes of the previous meeting shall be reviewed, and signed by both parties prior to the commencement of the meeting. Employees shall not suffer any loss of pay serving on the committee during regular working hours.

8.04 - Jurisdiction of Committee

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee

shall have the right to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS

9.01 - Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The Union and Employer lists shall be exchanged at the January Labour/Management Cooperation Committee Meeting in each year.

9.02 - Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and consist of not more than four (4) members and one (1) alternate member of the Canadian Union of Public Employees, Local 2737, and the CUPE National Representative. The Union will advise the Employer of the Union nominees to the Committee.

9.03 - Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operation problems, rates of pay, hours of work, collective bargaining and other working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

9.04 - Representative of Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

9.05 - Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.06(a) - Time Off for Meetings

Any representative of the Union on the Labour / Management Cooperation Committee, who is in the employ of the Employer and who is required to attend a Labour/Management Cooperation Committee meeting with the Employer, shall have the right of attending meetings held within their regularly scheduled hours of work, without loss of remuneration. Labour/Management Cooperation Committee meetings held outside regularly scheduled hours of work will be compensated for a maximum of two (2) Union committee members at their regular, straight time pay for the time spent in attendance at the meeting. The two (2) committee members may request that such time be banked.

9.06(b) – Time Off for Collective Bargaining

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

Should employees on the negotiating committee be booked on evenings or nights on the day of negotiations **they** shall be given the time off without loss of regular wages/seniority. Furthermore, there shall be a minimum of eight hours before the employee works their next regularly scheduled shift.

9.06(c) - Leave of Absence for Union Functions

Leave of absence **with or** without pay and without loss of seniority shall be granted to Employees elected or appointed to represent the Union at Union conventions upon receipt of a written request to the Employer to a maximum of one (1) Employee away at any time from any one (1) setting. All responses to requests will be given in a timely manner. Leave of absence **with or** without pay shall be granted to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. Such leave shall have a maximum of forty (40) person days per fiscal year for the bargaining unit. **Employees taking such time will indicate on their time sheet whether the Union or Employer pays.** For administrative purposes, the Employer may continue to pay the Employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave, **at the replacement(s) rate of pay quarterly.** **The Union Treasurer** will forward a list of any and all members off work on union functions, **quarterly** to the **Human Resources Manager**. The Employer will then invoice the Union within two (2) weeks of the **quarterly report.**

Settings:

- a) Each group home
- b) Employment and Community Supports**
- c) Administration

9.07 - Technical Information

The parties shall make available to each other, on request existing information, as is available for things such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives, documents to which the parties refer during collective bargaining.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD

10.01 - Employer Shall Notify Union

The Employer agrees to advise the Union Executive in writing of Board policies and decisions which affect employees within this Bargaining Unit and to acknowledge all representations to the Board by the Union through the Executive Director.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 - Election of Stewards

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

11.02 - Chief Steward

The Employer shall recognize not more than three (3) Stewards. One (1) Steward will be appointed by the Union as Chief Steward.

11.03 - Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward before the Employer shall be required to recognize **them**.

11.04 - Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The union recognizes that each Steward is employed to perform full-time work for the Employer and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement. Therefore, no Steward shall leave work without obtaining prior approval from **their** Manager, such approval shall not be withheld unjustly.

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the Grievance and Arbitration Procedures.

11.05 - Definition of a Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) of the Union or the Union.

11.06 - Settling of Grievance

Preliminary Mandatory Discussion: A difference or dispute cannot become a grievance until the Employee has discussed the difference or dispute with **their** immediate Manager with a view to resolving the problem. Within 15 business days of the incident giving rise to the difference or dispute, the employee shall discuss the issue with their immediate manager. The immediate manager shall respond within 10 business days:

Step 1: Failing satisfactory settlement in the Preliminary Mandatory Discussion, the Union shall submit a written grievance to the immediate Manager within five (5) business days detailing the provisions of the Collective Agreement alleged to have been breached and the redress sought. The Manager and the Human Resources Manager shall meet with the Union Representative and the Employee within ten (10) business days to attempt to resolve the grievance. The Manager or the Human Resources Manager shall render the Employer's decision in writing within five (5) business days of the meeting.

Step 2: Failing settlement being reached at Step 1, the Employee(s) concerned together with the Chief Steward or Union Officer, may within five (5) business days submit the written grievance in person or electronically to the Executive Director or designate. The grievance shall include a written statement of the particulars of the grievance in detail, the provisions of the Collective Agreement alleged to have been breached, and the redress sought. The Executive Director or designate shall render **their** written decision with five (5) business days after

receipt of such grievance. Either Party May request a meeting within the prescribed timelines.

Step 3: Failing satisfactory settlement being reached in Step 2, either party may refer the dispute to mediation within ten (10) business days of receipt of the decision at Step 2.

Step 4: Failing satisfactory settlement being reached at mediation, either party may refer the dispute to arbitration within ten (10) business days following no resolution at mediation

NOTE:

Notwithstanding the time limits set out herein, the parties may mutually agree to extend any of the time limits. Such extensions shall be in writing.

11.07 - Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union had a grievance, the Preliminary Mandatory Discussion and Step 1 of this article may be by-passed.

11.08 - Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the matter provided in the Grievance Procedure. Such grievance shall commence at the Preliminary Mandatory Discussion.

11.09 - Facilities for Grievances

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

11.10 - Failure to Act Within Time Limits

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

ARTICLE 12 - ARBITRATION

12.01(a) - Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made **electronically and** by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board.

Within ten (10) working days of receipt, the other party shall answer **electronically and** by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then select an impartial chairman.

12.01(b) – Sole Arbitration

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of

reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

12.02 - 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 chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

12.03 - Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

12.04 - Decision of the Board

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

12.05 - Disagreement on Decision

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

12.06 - Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the Arbitrator it appoints;
- 2) one half (½) of the fees and expenses of the Chairman.

12.07 - Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties.

12.08 - Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses.

12.09 Grievance Mediation

- a) Either Party, with the Agreement of the other party, may submit a grievance, in writing, To Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the Step prior to Arbitration.

- b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation, or a longer period, as agreed by the parties.
- c) No matter may be submitted to Grievance Mediation that has not been properly carried through the grievance procedure, provided that the parties may agree to extend the time limits fixed in the grievance procedure.
- d) The parties shall agree on a Mediator.
- e) If possible, the Union and Management may each provide the Mediator with a statement of facts, in advance of the Grievance Mediation Meeting.
- f) The Mediator will have the authority to meet separately with either party.
- g) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance that has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator.
- h) The Union and the Employer will share the cost of the Mediator.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 a) - Principle of Innocence

The Employer recognizes the principle of progressive discipline. Therefore, both parties agree that an employee is considered innocent until proven guilty. In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.

13.01 b) - Discharge Procedure

An employee who has completed his probationary period as outlined in Article 14.03 may be dismissed, but only for just cause.

When an employee is discharged or suspended, **they** shall be given the reason in the presence of his Steward. Said employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

13.02 - May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

13.03 - Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged as determined by the Grievance and/or Arbitration Procedure shall be immediately reinstated in **their** former position without loss of seniority. **They** shall be compensated for all time lost in an amount equal to **their** normal earning during the pay period next preceding such discharge or suspension, less any compensation earned or received from other sources during the period of wrongful dismissal or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.04 - Warnings

Whenever the Employer or designate deems it necessary to follow up or complete an investigation on an incident involving an Employee, the following shall occur:

- a) The Employer shall notify the affected Employee prior to commencing the investigation. Within two 2 weeks following the investigation, the Employer will arrange for a time to meet with the employee to hear **their** explanation of the events. The employee shall be advised by the Manager that they may request representation from the Union if they so choose.
- b) If after this meeting the Employer deems it necessary to censure the Employee, the Employer shall, within five (5) working days thereafter arrange to meet with the Employee and **their** Steward or Union Officer, to advise the Employee of the censure. At that time, the Employee shall be presented with the written particulars of **their** censure and copies shall be given to the President of the Union and the Union Secretary.

NOTE: Notwithstanding the time limits set out herein, the parties may mutually agree to extend any of the time limits. Such extensions shall be in writing.

13.05 - Right to Have A Steward

Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall so notify the employee in advance of the purpose of the interview in order that the employee may contact **their** Steward to be present at the interview.

Such an employee shall have the right to consult with a Steward or Local Union Officer and to have **them** present at any discussion with the Employer which might be the basis of disciplinary action.

The Union shall have the right at any time to have the assistance of a CUPE Staff Representative when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. In the interest of the rights of individuals we support, meetings between employee(s) and/or the CUPE Representative shall be held outside any residential setting of C.L.S.C.

13.06 - Personnel Records

An employee shall have the right to arrange an appointment to view **their** personnel file in the presence of an authorized representative of the Employer during normal office hours of the Agency. An employee shall have the right to copies of required material contained in **their** personnel file. Appointments to view an employee's file shall be made at a mutually agreeable time within one calendar month of the request.

Any notation of a reprimand or other disciplinary action placed on an active employee's record shall be removed after an elapsed period of 18 months, with the exception of alleged abuse or neglect which will be kept on file for a period of 24 months, as long as there is no reoccurrence of the same or similar infraction within this period of time. The time spent by employees who are on approved leaves of absence will not be considered as part of the 18 or 24 months.

ARTICLE 14 - SENIORITY

14.01 – Seniority Applied

Seniority shall operate on a bargaining unit wide basis and shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recalls.

- Seniority Defined for Full-Time and Part-Time Employees

Seniority is defined as the length of continuous service with the Employer or the predecessor Employer (in the case of mergers or amalgamations). Seniority values will be calculated based on accrued hours of work with the employer. A total of 1872 hours worked will equal one (1) year's seniority. In no case will any employee earn more than one (1) year's seniority in a calendar year.

The Union will not recognize overtime hours towards employees' seniority. Only actual hours worked not including overtime, will be counted, save and except, vacation, stat and sick time.

14.02 - Seniority List

The Employer shall maintain a seniority list showing the employee's date of hire. An up-to-date seniority list shall be sent to the Union quarterly and posted on all bulletin boards (April 30th, July 31st, October 31st, January 31st). It is agreed that an employee's birth date (year, month, and then day) shall be used to determine seniority where two or more employees have been hired on the same day. Current seniority lists (up to most recent completed payroll) shall be produced in case of lay-off.

14.03 - Probation for Newly Hired Employees

Newly hired Employees shall be on probation for the following periods, starting from date of hire:

- Full-Time Employees: four (4) calendar months
- Part-time Employees: four (4) calendar months
- Relief Employees II: five hundred and twenty-eight (528) hours of actual hours worked or twelve (12) calendar months, whichever comes first.

During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement between the Employer and the Union.

14.04 - Loss of Seniority

An employee shall not lose seniority rights if **they are** absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An employee may be terminated and shall lose his seniority in the event that:

- 1) **They are** discharged for just cause and is not reinstated.
- 2) **They** resign.

- 3) **They are** absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) **They** fail to return to work within seven (7) calendar days following a layoff and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of **their** current address.
- 5) **They are** laid off for a period longer than one (1) year.
- 6) **They are** absent from work for a period of twenty-four (24) months after commencement of disability in accordance with the *Ontario Human Rights Code*.

14.05 - Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside of the bargaining unit, **they** shall retain **their** seniority acquired at the date of leaving the unit for a period of one (1) year, but will not accumulate any further seniority. If such an employee returns to the bargaining unit, within a period of one (1) year, **they** may be placed in a job consistent with **their** seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 - Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union by e-mail and post notice of the position in the Employer's work locations and on all bulletin boards, the employer's website, for a minimum of eight (8) calendar days, so that all members will know about the vacancy or new position.

When temporary vacancies occur, which extend up to and including thirty (30) calendar days, such vacancies shall not be posted. Consideration for such vacancies will be given to those Relief Employees having the required qualifications and seniority and who work fewer hours than the temporarily vacated position being filled.

Any temporary vacancy expected to last between thirty-one (31) days and up to two (2) years will be posted. All other subsequent vacancies will be filled at the Employer's discretion with consideration being given to senior Employees who work fewer hours than the temporarily vacated position being filled.

In a term vacancy requiring a higher classification every effort shall be made to hire a qualified employee. If no qualified applicants are identified, the candidate with the most seniority will be offered the posting as a non-qualified employee at the base rate of a support worker II for a term of forty-five (45) days. After the initial 45-day term the employer may end this term if a qualified candidate is found by giving the employee 2 weeks' notice.

The support worker II shall not due the duties of a support worker I.

Any timeframe extension will not be unreasonably denied.

15.02 - Information in Job Postings

Such notice shall contain the following information: permanent or temporary, team, nature of position (i.e. breakdown between community and residential), qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. In the case of nature of position, it is understood that the breakdown in hours between residential and community may be altered in order to facilitate the changing needs of people we support.

15.03 - No Outside Advertising

The Employer may post vacancies internally for bargaining unit members and externally at the same time. Internal applicant will always have priority over external applicants.

15.04 - Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) that job opportunity should increase in proportion to length of service;
- 3) that qualifications and seniority are major factors in making staff changes, transfers or promotions within the bargaining unit.

Therefore, in making staff changes, transfers or promotions where there are two (2) or more Employees who are fully qualified for the position, the Employee having the greatest seniority shall be appointed.

15.05 - Trial Periods

The successful applicant shall be placed into the job within 28 calendar days after the posting end date. Timeframes may be extended as mutually agreed upon. **They** shall be given a trial period of three (3) months, during which time **they** will receive the necessary orientation and/or training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course.

If an Employee successfully completes a trial period in a location, the Employer will waive the trial period if that Employee returns to that same location within 18 months.

In the event the 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 new job classification, **they** shall be returned to his former position, wage or salary rate, without loss of seniority.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority. The trial period may be extended by mutual agreement between the parties.

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Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority. The trial period may be extended by mutual agreement between the parties.

15.06 – French Language Positions

In the absence of qualified Francophone applicants, Anglophone internal applicants may be considered for a term **of a minimum forty-five (45) days. After the initial 45 days, the employer may end this term if a qualified candidate is found by giving the employee a 2 weeks' notice.**

Any timeframe extensions will not be unreasonably denied.

15.07 - Promotions Requiring Higher Qualifications

Consideration for promotion within the bargaining unit will be given to an applicant who does not possess the required qualifications, but is preparing for qualifications prior to filling of a vacancy. The employee must be currently enrolled in the last semester of the required course and successfully complete that semester to retain the position.

15.08 - Union Notification

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of employees holding jobs within the bargaining unit. Copies of these signed notification letters shall be sent electronically to the president and secretary of CUPE, Local 2737 by the Human Resources Manager.

A CLSC Employee Staffing List will be published at the same time as the seniority list. The CLSC Employee Staffing List shall be sent electronically by the Human Resources Manager to the president and secretary of the Union.

15.09 - Disabled Employee's Preference

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

15.10 - Training Courses

The Employer shall post notice of any training courses for which employees may be selected. Selection shall be made on the basis of seniority. Employees shall receive a minimum of 3 hours of pay. **In the event that the training last less than 3 hours, employee will be reassigned to complete the remainder of scheduled hours.**

The bulletin shall contain the following information:

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

This bulletin shall be posted for a period of ten (10) days on all employer bulletin boards.

Employees hired prior to January 1st, 1994 will have their Standard First Aid and CPR training course and hours in attendance paid for by C.L.S.C.

Employees hired after January 1st, 1994 must obtain recertification Standard First Aid and CPR on their own time. Employees will be reimbursed for the cost of the recertification course to a maximum of fifty dollars (\$50) upon the presentation of their certificate and their original receipt.

ARTICLE 16 - LAYOFFS & RECALLS

16.01 - Role of Seniority in Layoffs

Both parties recognize that job security should increase in proportion to length of service. In the event that a reduction of the work force is required, the Employer agrees to lay off employees in reverse order of their bargaining unit-wide seniority provided that at the discretion of the Employer, which discretion shall not be exercised in a manner that is arbitrary, discriminatory or in bad faith, employees who remain on the basis of seniority are willing and qualified, or deemed to be qualified, to do the work available.

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right has the necessary skills, qualifications and experience to immediately perform the work of the employee with lesser seniority. The employee will be given an orientation. An employee who bumps into a lower classification shall receive the rate of pay closest to their current rate of pay. The right to bump shall include the right to bump up provided the employee in question is qualified or deemed to be qualified to immediately perform the work.

A permanent employee(s) who is/are bumped to a lower paying classification as a result of a layoff shall have the right (for a period of one (1) year from the date of layoff) to be reassigned to a position in **their** former classification providing the employee(s) is/are qualified and willing to be reassigned in such position.

Under such circumstances, when a vacancy arises, the posting period for a position shall be waived and the employee(s) shall be reassigned to the position in **their** former

classification in order of seniority. Similarly, employees who have been laid off and recalled to a position with a lower rate of pay than the position held at the time of layoff shall be entitled to be reassigned to a vacant position in the former classification for a period of one (1) year from the date of layoff.

16.02 - Recall Procedure

When recalling employees who have been laid off for one year or less, those last to be laid off will be the first to be recalled provided that, at the discretion of Management, which discretion shall not be exercised in a manner that is arbitrary, discriminatory or in bad faith, the employee to be recalled is willing and qualified, or deemed to be qualified to do the work to which **they are** assigned.

Once an employee has been recalled to their former position or to a reasonably equivalent position **they have** the option to accept or to refuse said position. However, when an employee has been recalled to a qualifying position and has chosen not to accept it, the Employer is not obliged to recall that same employee again.

16.03 - No New Employees

No new employees will be hired until those laid off and qualified, have been given an opportunity to recall. Employees shall be deemed to have received notice of recall by registered mail and shall be required to return to work within seven (7) days of the notice of recall being sent.

16.04 - Advance Notice of Layoff

The Employer shall provide Employees who are to be laid off one (1) week's notice for every year of service up to a maximum of eight (8) weeks. If the Employee has not had the opportunity to work the notice period, **they** shall be paid in lieu of work for that part of the notice period for which work was not made available.

In addition to 16.04, Employees who are laid off in accordance with the definition in 1.02 shall receive one week's pay for every year of service to a maximum of 26 weeks.

16.05 - Continuation of Benefits

In the first 2 (two) months of a lay-off, the Employer agrees to continue to pay its portion of Health Benefit premiums in accordance with Article 25.01 of the Collective Agreement. In the event of a longer layoff, employees so affected will be given the right to continue this coverage with the understanding that the employee is responsible for 100% of the cost, and that the coverage will end on the date coincident with the loss of seniority under article 14.04. All such payments by employee must be made one month in advance. Failure to do so will result in the termination of coverage. Prior to the end of the month of layoff, the employer will advise the affected employee of their obligations to assume the costs for benefits.

16.06 - Grievance on Layoffs

Grievances concerning layoffs shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17.01 - Hours of Work

a. **Administration Staff:**

The bi-weekly work schedule shall consist of 72 hours per pay period. The normal hours of work shall be 8:00 a.m. to 4:30 p.m. Monday through Friday inclusive unless otherwise mutually agreed upon. The office must remain open from 8:00 a.m. to 4:30 p.m.

b. **Residential:**

The normal daily hours of work for a full-time employee shall be 8 hours per day or 72 hours per pay period. The regular hours of work for employees who work less than 72 hours bi-weekly shall be comprised of shifts that are no less than 3 hours and no more than 8 hours. The normal work day shall be inclusive of a half hour paid meal break for employees working 5 hours or more. Breaks shall be taken at the place of work.

c. **Employment & Community Supports:**

The normal daily hours of work for a full-time staff shall be 8 hours per day or 72 hours bi-weekly. The regular hours of work for employees who work less than 72 hours bi-weekly shall be comprised of shifts that are no less than 3 hours and no more than 8 hours unless otherwise mutually agreed upon. The normal work day shall be inclusive of a half hour paid meal break for employees working 5 hours or more. Breaks shall be taken at the place of work. It is understood that when supporting individuals in the community, meal breaks and rest periods may require some flexibility as to when and where they may be taken.

It is agreed and understood that Employees hired for positions in Employment and Community Supports- who work less than full-time hours shall have the opportunity to work in Residential Settings if they so choose, provided that:

- i. Such Employees do not cancel regularly scheduled shifts to work a shift in any Residential Setting.
- ii. The same conditions of the Relief Employee II apply to the above-mentioned employees.

d. **Individualized Funding**

It is recognized by both parties that, with the advent of direct funding initiatives, it is in the best interest of Individuals and/or their families that C.L.S.C. introduce a classification of employee that can both meet their needs and provide an affordable option.

- I. The new classification of worker will be known as an ASSOCIATE WORKER. There will be two degrees of Associate Worker :
 - a) Associate Worker 1
 - b) Associate Worker II

The qualifications of an Associate Worker I shall be the same as the Support Worker I. The qualifications of an Associate Worker II shall be the same as the Relief Employee I.

- I. The Associate Worker I pay scale shall reflect the same values as the Support Worker I pay scale. The Associate Worker II pay scale shall reflect the same values of the Relief Employee I pay scale.
 - II. Relief Employees of C.L.S.C. shall be eligible to be involved in Partnerships Agreements. Likewise, new Associate Workers may qualify as Relief Employees of the agency.
 - III. The Associate Worker's term will end at such time as the funds are depleted or no longer available from the funding body.
 - IV. Because Associate Workers are unionized employees, they shall be given the opportunity for assignments based on seniority.
 - V. Associate Workers shall not be bumped by more senior employees during the course of a service agreement with a family.
- viii) An Associate Worker shall accumulate bargaining wide seniority while employed in these positions.
- e) Rest Periods:
An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of each 8-hour work period. Such breaks shall in no way interfere with the quality of care and daily operations of the agency. Rest periods shall be coordinated amongst employees.
- f) Daylight Saving Time:
At the time of the change of Standard to Daylight Saving Time, employees working the night shift shall each work seven (7) hours and be paid for eight (8) hours' work. When reverting from Daylight Saving Time to Standard Time, employees will work nine (9) hours and be paid accordingly. Overtime rate shall not apply.

17.02 - Working Schedule

- a) The hours and days of work for each employee shall be circulated by:
- January 1st for the period from April 1st to June 30th
 - April 1st for the period from July 1st to September 30th
 - July 1st for the period from October 1st to December 31st
 - October 1st for the period from January 1st to March 31st

The Employer may adjust the schedule as needed up to four (4) weeks in advance of a scheduled shift. Any changes to the schedule less than four (4) weeks in advance may occur but only by mutual agreement between the Employer and the employee and must

be confirmed in writing. Changes made to schedules after they are posted shall be amended in writing and copies given to each employee. Changes made to schedules after they are posted shall be sent electronically to the home.

c) Schedules shall be subject to the following conditions:

- i. Full-time Support Workers I shall have two weekends off per month, or up to three weekends per month if scheduling permits.
- ii. No split shifts will be scheduled.
- iii. The rest period between shifts for C.L.S.C. staff working in Community Supports or in residences shall be a minimum of eight (8) hours. Any hours worked above the eight hours and within the twenty-four (24) hour timeframe (12:00 a.m. to 11:59 p.m.) shall result in payment of overtime at established rates.
- iv. For Support Workers I working in residential settings: the posted schedule shall reflect blocks of consistent shifts.

d) Days Off: The full-time employees' days off shall be consecutive.

17.02(b) – Working Schedule—Shift Switches

a) As a last resort, Employees who are unable to have their shifts replaced after having completed the Application for Leave process and where they are unsuccessful at scheduling a replacement, Employees may choose to exchange shifts with a co-worker. The Employee wishing to exchange shifts must first provide proof that they have completed the call ins by providing their completed call in sheets to the Manager. The Employee(s) must ensure that appropriate supports are in place; that the “switched shift” is at regular time (not overtime); and that the switched shift must occur during the same pay period. For weekend shifts, proof of completed call ins by the provision of the completed call in sheets and the completed shift switch form, must be provided to the manager by no later than the Friday before the date requested. All weekday requests must be submitted 48 hours prior to the shift(s) being worked. The Employee requesting the “switch shift” is responsible to document the date, time of shift and who is replacing them, on schedules and in the daily log book. Any Employee who has agreed to “switch a shift” will be responsible to replace the switched shift if they are unable to work for any reason other than illness. Employees requesting to switch shifts or accepting a switched shift that results in one employee having fewer hours than they were originally scheduled (i.e. 6 hours instead of 8 hours), the balance of the hours will be without pay unless an employee has an existing bank of hours and wishes to use these to cover the missing hours.

b) Employee will be permitted to switch 5 shifts per year provided employee has completed the switch shift form and submitted it to the manager at least 48 hours prior to requested day. The switched shift must occur within the same pay period.

17.03 - Reporting Pay Guarantee for Part-Time or Relief Employee II's

Where there are no persons requiring supports, full-time and part-time employees reporting for their regularly scheduled shift shall be paid for the full shift, and shall be reassigned where work is available or alternatively, they may choose to take banked time off where available or to take time off without pay should the Employee choose to leave early. A Reassignment Option Form shall be provided for the signature of the employee. A Relief Employee II reporting for work on **their** shift shall be paid **their** rate of pay for the entire period worked or 3 hours pay, whichever is greater.

17.04 - Notice of Sick Time or Emergencies

a) Employment and Community Supports/Administration:

Employee not reporting to work, shall call the office by 8:00 a.m. to speak with their Manager or the next available Manager (in compliance with the 'call-in protocol).

b) Residential Settings:

Employees not reporting for their shifts while working in residential settings shall notify the **Scheduling Officers**/staff at the residence a minimum of one (1) hour in the morning, three (3) hours in the afternoon or evening (from noon until 6 p.m.) and six (6) hours (from 6 p.m. until midnight), all prior to the commencement of the shift.

- **Scheduling Officers** will replace sick time between the hours of 7:00 a.m. and 7:00 p.m. Monday to Thursday and Friday from 7:00 a.m. to 4:00 p.m.
- Other than the days and hours mentioned above, the staff on duty shall call out replacement shifts for employees who call in sick. (On Statutory Holidays and during an Administrative Shutdown, staff on duty are to call out replacements.) Staff are only responsible to call out shifts to replace employees who are sick or have an emergency.

Call-In Protocol

It is agreed between the Union and Management that the Call-In Protocol will reflect that employees who are on approved vacation (based on the posted three-month vacation approvals), or other paid leave will not be called in to fill replacement shifts.

17.05 - Call In

An employee who is called into work outside **their** regularly scheduled hours of work will be called in order of seniority. Such employee will receive a minimum of three (3) hours pay at **their** regular straight time hourly rate or applicable overtime rate.

ARTICLE 18 - OVERTIME

18.01 - Overtime

- a) Overtime is defined as time worked after 40 hours per week or 8 consecutive hours per day save and except the following:
- (i) Full-time Employees: Overtime for Full-Time Employees is defined as time worked in excess of 8 hours per day or in excess of 72 hours bi-weekly.
 - (ii) Part-time Employees: Overtime for Part-time Employees is defined as time worked in excess of 8 hours a day, or in excess of 40 hours weekly.
- b) Except in cases of emergency, all overtime from 7:00 a.m. to 7:00 p.m. Monday to Thursday, and Friday from 7:00 a.m. to 4:00 p.m. must be approved, in advance by the Manager, the Executive Director or the Assistant Executive Director.
From Monday through Thursday Employees shall call out shifts from 7:00 p.m. to 7:00 a.m. On Friday Employees shall call out shifts from 4:00 p.m. through the weekend to Monday at 7:00 a.m. Employees are responsible to call out shifts on all Paid Holidays and during an Administrative Shutdown. During these times Employees are authorized to approve overtime, but must advise their Manager, Executive Director or Assistant Executive Director by the next Administration Office work day.
- c) Overtime shall be compensated for by time off or pay, at a rate of time and one half at the option of the employee. Employees wishing to be paid out will indicate as such on their current time sheet. All others will have time banked up to the identified maximums.

Employees shall indicate to their Managers that they want time off instead of overtime pay. If the time off is to be requested, employees must do so in accordance with the procedure for unscheduled time off requests, as described in Article 20.05(b).

Compensatory time off shall be taken at a time that is mutually agreeable between the employee and **their** Manager.

Employees are entitled to bank up to the following maximums:

Full-Time Employees are entitled to bank up to a maximum of forty-eight (48) hours of overtime.

Part-Time Employees who work 23 hours or less are entitled to bank up to a maximum of **twenty-four (24)** hours of overtime.

The employee must make arrangements in writing (using the Application for Leave Form) with their Managers' approval in order to take compensatory time off. The Manager must have signed their approval on the leave sheets.

Should the employee fail to advise the Manager within the prescribed time lines; should **they** exceed the maximum banked hours, the employee shall receive the excess hours in overtime pay.

ARTICLE 19 - HOLIDAYS

19.01 - Paid Holidays

The following shall be paid holidays for all employees:

New Year's Day
Good Friday
Queen's Birthday
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Full Day Preceding Christmas Day
Christmas Day
Boxing Day
Full Day Preceding New Year's Day
Family Day
National Day For Truth And Reconciliation (September 30)

For the purposes of compensation, all stats will be observed on the day they fall. The paid Holiday known as Canada Day will be on July 1st.

Standalone stat time off may be replaced by the Scheduling Officers in accordance with seniority where the requests are received during the vacation request periods identified in Article 20.05. Only stat time that is in the employees' bank may be utilized.

19.02 - Pay for Work on Scheduled Holiday

Employees who are required to work on the paid holidays as per Article 19.01 shall receive holiday pay remuneration for the time actually worked at the rate of time and one half either in pay or time off, at the option of the employee. If the time off is to be requested, employees must do so in accordance with the procedure for unscheduled time off requests, as described in Article 20.05(b).

19.03 - Compensation for Holidays Falling on Scheduled Days Off

Full-Time: When any of the above-mentioned holidays fall on an employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer or be paid in lieu of time off.

Relief Employee I & II: When any of the above-mentioned holidays fall on an employee's scheduled day off, the Employee shall receive stat pay in accordance with the *Ontario Employment Standards Act, 2000* as amended from time to time.

Calculations of Statutory Holiday pay will be made in accordance with the *Ontario Employment Standards Act, 2000* as amended from time to time.

19.04 - Banking of Statutory Holidays

Full Time Employees may bank Statutory Holidays worked to a maximum of 40 hours. Such banked days may be taken with the employee's vacation period subject to the

approval of the Manager or designate. Employees wishing to be paid out will indicate as such on their current time sheet. All others will have time banked up to the identified maximums.

Because of the number of Holidays that fall within the Christmas Season, Statutory Holiday accruals which occur between December 24th and January 1st each year may exceed the 24-hour banked limit.

In such cases, the hours which exceed the limit must be used no later than March 15th of the new year, at a time that is mutually agreeable between the employee and **their** Manager.

Part-Time employees who work 23 hours or less are entitled to bank up to a maximum of twenty-four (24) hours of statutory hours worked. Part-Time employees who work 23 hours or less may not exceed the 24-hour banked limited during the Holiday period (December 24th to January 1st).

ARTICLE 20 - VACATIONS

20.01 - Length of Vacation

Vacation is earned in the current fiscal year and is to be used in the same fiscal year.

a) Full-Time Employees

Employees, except those outlined in section (b) shall receive annual vacations with pay in accordance with years of continuous employment as follows:

- (i) Less than one (1) year 1 ¼ working days for each month
- (ii) One (1) year or more three (3) weeks
- (iii) In the fiscal year of the fifth (5th) anniversary and every year thereafter...four (4) weeks
- (iv) In the fiscal year of the thirteenth (13th) anniversary and every year thereafter.....
.....five (5) weeks
- (v) In the fiscal year of the twenty-fifth (25th) anniversary and every year thereafter.....
..... six (6) weeks

Employees shall continue to receive their appropriate vacation days, however, additional hours worked above their regular weekly schedule, shall be paid out for that pay-run and calculated according to clause 20.01(b) of the Collective Agreement

b) Part-Time Employees

- Vacation shall be pro-rated in time off with pay for any employee scheduled to work between 24 to 35 hours per week.

- Employees shall continue to receive their appropriate vacation days, however, additional hours worked above their regular weekly schedule, shall be paid out for that pay-run and vacation percentage owing.
- Employees working less than 24 hours per week shall receive pro-rated vacation which shall be paid out in accordance with the following:
 - i) Less than one (1) year 4% of gross earnings
 - ii) One (1) year or more and every year thereafter.....6% of gross earnings
 - iii) In the fiscal year of the fifth (5th) anniversary and every year thereafter..... 8% of gross earnings
 - iv) In the fiscal year of the thirteenth (13th) anniversary and every year thereafter..... 10% of gross earnings
 - v) In the fiscal year of the twenty fifth (25th) anniversary and every year thereafter 12% of gross earnings
- c) For the purpose of recording vacations, the vacation period shall be from April 1 to March 31. All Employees shall take their annual vacation in the vacation year in which it is earned, unless permission has been granted by the Executive Director to postpone all or part of **their** earned vacation beyond March 31. Any such request shall be in writing and submitted prior to January 31st of the current fiscal year.

20.02 - Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, **they** shall be allowed to use that day as a paid holiday and the unused vacation day shall remain as part of the vacation bank.

20.03 - Vacation Pay on Termination

An employee terminating his employment at any time during the fiscal year shall be entitled to a proportionate payment of wages in lieu of unused vacation accruals.

An employee who takes vacation leave in advance of it being earned and whose employment is terminated prior to earning the advanced vacation will be liable to reimburse the difference.

20.04 - Preference In Vacations

At any time where two (2) or more employees request vacation during the same vacation period, they shall be granted first on the basis of seniority.

20.05 - Vacation Schedule

- a) Employees shall submit requests for scheduling of vacation 4 times per year:

February 1st for April 1st to June 30th
 May 1st for July 1st to September 30th
 August 1st for October 1st to December 31st
 November 1st for January 1st to March 31st

All such requests shall be stamp dated by the Receptionist of CLSC and submitted to the Manager. Each year, vacation schedules shall be posted by:

March 1st
June 1st
September 1st
December 1st

- b) For vacation or other unscheduled time off requests received after vacations are posted as above—additional time off will be approved as feasible. Feasibility shall include considerations of the availability of staff replacement, requirement for overtime and the existence of extended sick leaves.
- c) Employees in term positions will submit vacation requests exclusively in their term positions.
- d) Employee must be actively at work to submit vacation requests.

20.06 - Unbroken Vacation Period

An employee shall be entitled to receive his vacation in unbroken periods of not less than one (1) day and not more than four (4) weeks, unless otherwise mutually agreed upon between the employee and the Employer. No employee shall be required to work during **their** scheduled vacation period unless by mutual agreement.

20.07 - Approved Leave of Absence During Vacation

When an employee is hospitalized or confined to the home and in receipt of daily professional nursing services through a community provider or qualifies for bereavement leave, maternity leave, during his vacation period, deductions shall be made from sick leave, bereavement leave, maternity leave, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall either be added to the vacation period involved or reinstated for use at a later date with such choice to be a mutual agreement between the employee and his Manager. A medical certificate by a qualified medical practitioner will be required verifying hospital admission or proof of receipt of daily professional nursing services through a community provider will be required. Proof of bereavement may be requested.

ARTICLE 21 – FLOATER DAYS

21.01 – (a) Employees working 64 to 72 hours bi-weekly:

Employees shall be granted two (2) Floater Days per fiscal year. Employees may request to take their Floater Days at a mutually agreed upon time which will be established with the Employer, and in accordance with the procedure for unscheduled time off requests, as described in Article 20.05(b). Floater Days must be used in the fiscal year in which they are earned.

(b) Employees working 48 to 63 hours bi-weekly:

Employees shall be granted two (2) Floater Day per fiscal year. Employees may request to take their Floater Days at a mutually agreed upon time which will be established with the Employer, and in accordance with the procedure for unscheduled time off requests, as described in Article 20.05(b). Floater Days must be used in the fiscal year in which they are earned and be reflective of their normally scheduled hours worked on those days.

(c) Part-Time Employees working less than 48 hours bi-weekly:

Employees shall be granted one (1) Floater Day per fiscal year. Employees may request to take their Floater Day at a mutually agreed upon time which will be established with the employer, and in accordance with the procedure for unscheduled time off requests, as described in Article 20.05 (b). Floater Days must be used in the fiscal year in which they are earned and be reflective of their normally scheduled hours worked on those days.

21.02 - Full-Time Nights (Awake) Employees:

In recognition of the fact that night shifts are disruptive to one's personal and family life, the Employer agrees that Employees working in Full-Time Nights (Awake) positions shall receive one additional Floater Day in addition to those granted to other Full-Time Employees. Again, this additional Floater Day must be used in the fiscal year in which it is earned.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 - Sick Leave Defined

Sick leave is defined as the period of time an employee is absent from work with full pay by virtue of being sick or disabled or because of an injury for which compensation is not payable or for the purpose of preventative medical care.

22.02 - Annual Paid Sick Leave

An employee shall earn sick leave credits at the rate of 12 hours per month for each calendar month of employment. Sick leave credits shall accrue during the first consecutive twelve (12) months of time lost due to a compensable injury or illness. Sick Leave Credits shall be pro-rated for any employee regularly scheduled to work 48 to 64 hours bi-weekly.

An employee shall be granted sick leave with pay when **they are** unable to perform **their** duties because of illness or injury provided that:

- a) **employee** satisfies the Employer of **their** condition in such a manner and at such time as may be determined by the Employer, and,
- b) **they have** the necessary sick leave credits.

An employee shall be granted three (3) Personal Health Days per year to be taken at the employee's discretion from the employee's sick leave accrual when said employee is feeling stressed and unable to perform work on a given day. The employee shall not use this day as a pre-planned day off or in conjunction with vacation time or banked time. No employee shall use a Personal Health Day if **they have** no sick time accruals. The "Personal Health Day" must be used within the fiscal year and may not be carried over to the next year.

22.03 - Maximum Accumulation of Annual Sick Leave

The portion of an employee's sick leave that is unused each year shall accrue for his use in future years of service to the Employer up to a maximum of 720 hours.

22.04 - Illness in The Family

In the case of illness of a member of the employee's immediate family, where no one other than the employee can provide for his needs, the employee may be entitled, after notifying his Manager to use up to a maximum of 56 hours or pro-rated in accordance to the employees' regular work week hours ~ per fiscal year from **their** accumulated sick leave bank for this purpose. Such hours will not be carried over from one fiscal year to another. This provision to be effective following completion of the employee's probationary period. Immediate family is defined as spouse, child, parent, brother, sister, fiancé, common-law-spouse, step-parents and step-children. An employee may be required to produce medical proof of illness for an immediate family member.

22.05 - Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent for sick leave. For each hour the employee is absent on sick leave, as defined by Article 22.01, one (1) hour will be deducted from accumulated sick leave.

22.06 - Proof of Illness

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

22.07 - Sick Leave During Leave of Absence

- a) Leave of Absence – When an Employee is given leave of absence without pay for any reason, **they** shall not receive sick leave credit for the period of such absence, but shall retain **their** cumulative credit, if any, existing at the time of such leave.
- b) Lay Off – When an Employee is laid off on account of lack of work and returns to work after a recall **they** shall not receive sick leave credit for the period of **their** lay off, but shall retain **their** cumulative credit, if any, existing at the time of lay off. **They** shall be allowed to retain **their** sick leave credits for a period of one year from the day of lay off.

22.08 - Sick Leave Record

Sick leave credits will be communicated to each entitled Employee on a running/accumulated basis on their pay stubs.

22.09 – Medical Certificate

All medical certificates requested by the Employer, shall be paid by the Employer, upon the Employee providing the Employer with a receipt.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 - Paid Bereavement Leave

Employees who have completed their probationary period of service shall be entitled to bereavement leave within ten (10) calendar days of the bereavement.

- a) Five (5) days of Bereavement Leave without loss of regular pay upon the death of a member of **their** immediate family. Immediate family is defined as spouse, child,

parent, brother, sister, fiancé, common-law spouse, step-parents and step-children and same sex partner.

- b) Three (3) days of Bereavement Leave without loss of pay in connection with the death of a son-in-law or daughter-in-law, mother-in-law, father-in-law, grandparent, grandchildren, sister-in-law, brother-in-law.
- c) In cases where extensive travel is required in order to attend the funeral service (482 kilometers one way) one (1) additional day of paid leave may be granted.
- d) For (a) and (b) above, in case of a delayed internment, employees may request the use of up to 2 consecutive days of their Bereavement Leave entitlement.
- e) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave. Such leave shall be without pay.

23.02 - Pregnancy & Parental Leave

Employees shall be entitled to pregnancy and parental leave in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

23.03 - Time Off for Elections

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

23.04 - General Leave

An employee may apply for general leave without pay. Approval of any request shall be at the discretion of the Executive Director or **their** designate. Should such leave be approved by the Executive Director or **their** designate, the employee will maintain **their** existing seniority status but additional seniority will not be accrued during the leave period. The employee's vacation time shall be prorated during their absence.

23.05 - (a) Educational Advancement

The Executive Director or **their** designate may grant time off with pay to employees in order to take a course related to their employment. The cost of such course may be paid by the Employer or as mutually agreed between the Employer and the employee.

b) Union Sponsored Education

The Employer shall allow the Union to sponsor education functions and membership meetings to be held on the Employer's premises during the employee's unpaid lunch period (where such exists) or following the regular working day subject to the availability of space and reserved in advance.

23.06 - Paid Court or Jury Duty Leave

Employees subpoenaed to serve as jurors or witnesses in Criminal or Civil Courts shall be granted leave of absence for such purposes. Such leave of absence will be granted without loss of benefits to the employee. Such employee shall present a satisfactory certificate showing the period of such jury or witness service and the amount of compensation received therefore. If the employee deposits with the Employer the full amount of compensation received for jury or witness service and presents an official

receipt therefore, the Employer shall authorize payment of full salary or wages for the period granted as leave of absence on account of such jury or witness service.

If the employee declines to pay the Employer such funds, **they** shall forfeit the right to claim any part of his salary or wages for the aforementioned period of absence.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 - Pay Days

The Employer shall pay salaries and wages bi-weekly on Thursdays in accordance with Schedule A attached hereto and forming part of this Agreement. Employees shall be provided, bi-weekly, with an itemized statement of their wages and other supplementary pay deductions.

24.02 - Equal Pay for Equal Work

The principle of equal pay for equal work shall apply.

24.03 - Pay on Temporary Transfers, Lower Rated Jobs

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

24.04 – Payment of Wages and Allowances

Upon being hired in a position within the Bargaining Unit, an Employee shall be paid at the start rate of the salary scale for their classification (see The Hourly and Annual Salary Grid) and shall move up the grid each time they complete 1600 hours of work in their classification until they have graduated to the end of the grid.

24.05 - Wages Related to Promotions and Transfers

Employees transferring to a program or promoted within their existing program, where the salary scale is higher than their present scale, shall begin in the new position at the first step which reflects a salary increase.

24.06 – Transfers to New Classifications

- a) Employees transferring to a new classification will progress to the next step on the wage grid after having completed 1600 hours of work in the new classification. This clause does not apply to any upward promotions. Progression through the salary grid will start after: 1600 hours, then 3200 hours, then 4800 hours.
- b) Employees working a term position in a higher paid classification and after successfully completing a 3-month trial period, will be considered to have acquired experience in that classification. If after these same employees have returned to their lower paid original position, apply to work in the same acquired experience classification, either as a term or a permanent, the experience acquired and time spent will be taken into consideration when determining their wage level on the salary grid. Provided that the Employee returns to the higher paid classification before 12 months has passed.
- c) Employees working a term SWI position and after successfully completing a 3-month trial period will be considered to have acquired experience in that classification. After these same employees have returned to their original

positions, and apply to work in an SWII position, either a term or a permanent, the experience acquired and the hours worked in the SWI position will be taken into consideration when determining their wage level on the salary grid. The Employee may be permitted to start at the same salary grid step that **they were** at when working in the SWI position. This will be limited to a timeframe of one year from the date that the Employee ended their SWI position.

24.07 - Mileage Allowance

Employees authorized to use their own automobile for the Employer's business shall be paid the kilometrage rate paid by the Ministry of Children, Community and Social Services of Ontario. The current rate is available on the website at www.mccss.gov.on.ca

24.08 - Meal Allowance

Employees authorized to attend conferences, seminars, courses or agency business may claim a meal allowance for approved meals according to the maximum daily rate:

<u>Out of Town:</u>		<u>In Town:</u>	
Breakfast	\$12.00	Breakfast	\$10.00
Lunch	\$18.00	Lunch	\$15.00
Supper	\$30.00	Supper	\$25.00

For the purposes of meal allowance, out of town shall be any destination beyond Monkland to the North, Williamstown to the East, Ingleside to the West and the St Lawrence River to the South.

In town shall be within the specified locations as set out above.

To ensure reimbursement, employees are responsible to provide all receipts for meal purchases.

ARTICLE 25 - HEALTH BENEFITS

25.01 - Health Benefits

1) All employees in a term of one (1) year or more or holding a permanent position of 24 hours + per week:

- a) Dental Care:
basic dental care (ODA fee schedule—One (1) year lag). Employer pays 80% of premium cost.
- b) Major Medical:
vision care \$350 every one (1) year for adults and children 18 years of age and under. Employer pays 80% of premium cost.
- c) Life Insurance: Employer pays 100% of premium cost based on coverage of one time the annual salary.

2) All employees in a term of one (1) year or more or holding a permanent position of 20 to 23 hours per week:

- a) Dental Care:
basic dental care (ODA fee schedule—One (1) year lag). Employer pays **60%** of premium cost
- b) Major Medical:
vision care \$350 every one (1) year for adults and children 18 years of age and under. Employer pays **60%** of premium cost.
- c) Life Insurance:
Employer pays 100% of premium cost based on coverage of one times the annual salary.

3) All Employees employed to work less than 20 hours per week and Relief Staff [Employees not covered under 1) and 2)]:

- a) Dental Care: N/A
- b) Major Medical: N/A
- c) Life Insurance: N/A
- d) All Employees who do not qualify for benefits, shall receive an additional **Two percent 2%**

- d) When the Employer is required to renew the terms, conditions or premium costs of the benefit plan, it will provide notification to the Union within 30 days of the commencement of the renewal process. Updates regarding the renewal process will be provided to all Union members via email memo.

25.02 - Employee Assistance Program

This program will be offered to all employees. It will include a maximum of twelve (12) sessions per family member (i.e. Employee, spouse and children) living within the household per year or twenty-four (24) combined sessions per couple, and shall be provided by the designated counselling services of the employer. Please refer to the current EAP provider for further information.

ARTICLE 26 - HEALTH & SAFETY

26.01 - Grievance on Safety

- a) The Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to comply with the requirements under the Occupational Health and Safety Act and Regulations as may be amended from time to time.
- b) The Joint Occupational Health & Safety Committee will make recommendations to the Employer for the development of a Workplace Violence and Protection Policy.
- c) Refusal to Work:
According to the Occupational Health and Safety Act, section 43- (2) workers who have a responsibility to protect public safety cannot refuse unsafe work if the danger in question is a normal part of the job or if the refusal would endanger the life, health or safety of another person. These workers are:

Police officers, firefighters, workers employed in correctional institutions, health care workers employed in workplaces like hospitals, nursing homes, psychiatric institutions, rehabilitation facilities, *residential group homes for person with physical or mental handicaps*, ambulance services, first aid clinics, licensed laboratories-or in any laundry, food service, power plant or technical service used by one of the above.

Management **will accommodate** employees who are confronted with an unsafe situation; i.e. environmental allergies, aggressive individual, etc...

26.02 - Injury Pay Provisions

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

26.03 - Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospitalization, as a result of an accident while working, shall be at the expense of the Employer. Transportation for accident victims by taxi to the Employee's home and transportation to the worksite to retrieve the employee's vehicle shall be at the expense of the Employer upon the provision of receipts.

26.04 - First Aid Kits

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

ARTICLE 27 – SHARED CARE

27.01 – Shared Care

Shared Care – Based on individual needs and the increasing medical needs of the people we support, it is agreed that care services may be accessed through a community care agency. Such care shall in no way reduce the hours of work or pay for any Employee. The shared care arrangement is meant to enhance the current staff complement and assist in accommodating people's ever-changing health needs. (Occupational Therapists, Psychologists, Psychometrist, Physiotherapist, Nurses)

ARTICLE 28 - JOB SECURITY

28.01 - Job Security

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

ARTICLE 29 - GENERAL CONDITIONS

29.01 - Proper Accommodations

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

29.02 - Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Where bulletin boards are not available, the Employer will provide e-mail addresses for such Employees to the Union Secretary, subject to the receipt of the Employees' written consent.

29.03 - Allowance for Equipment

The Employer shall supply all equipment required by employees in the performance of their duties.

29.04 – Damage to Personal Property

The Employer will compensate an employee for loss of personal property, including clothing, and watches, in the event such property is damaged by an individual being supported while the employee is performing **their** regular duties. The employer shall compensate by providing the replacement cost of personal property up to \$250 per year.

Eyeglasses: The Employer will compensate an employee for the damage or destruction of eyeglasses in the event that the eyeglasses are damaged by an individual being supported while the employee is performing **their** regular duties. The employer agrees to reimburse the employee for the repair or replacement costs for eyeglasses up to a maximum of \$350 per year.

It is understood that both above noted amounts can be combined for the purposes of replacing glasses damaged in the performance of **their** regular duties.

29.05 - Technological Change

Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees and provide sufficient and appropriate training to facilitate the employee's timely familiarization with such change. When, after a reasonable period of time (three (3) months) the employee demonstrates that **they are** unable to acquire sufficient competence, such employee shall be given the option of transferring to a vacant position for which **they have** the necessary skills, qualifications and experience, or be laid off.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 - Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural changes of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiations.

ARTICLE 31 - COPIES OF AGREEMENT

31.01 - Copies of Agreement

The Union and the Employer encourages every employee to be familiar with the provisions of this Agreement and **their** rights and obligations under it. For this reason, the Employer shall print sufficient copies of this Agreement within thirty (30) days of signing the Union will distribute to the members of the Bargaining Unit.

ARTICLE 32 - GENERAL

32.01 - Plural or Feminine Terms May Apply

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

32.02 - Mutual Agreement

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

32.03 - Job Descriptions

The Employer agrees to provide job descriptions for all employees in the Bargaining Units. The job description shall locate and identify a specific position within a program or activity of the Employer and summarize the duties of the employee as required by the Employer. The Union shall have the right to grievance at Step 3 or arbitration for any dispute involving job descriptions.

32.04 - Job Classification

The Employer shall prepare a new job description whenever a job is created or whenever the majority of the principle duties of a job change. When such occurs, the rate of pay shall be subject to negotiations between the Employer and the Union. The rate of pay for a newly created job shall be retroactive to the time the new position was first filled by the employee. The rate of pay for a job (which has had the majority of the principle duties changed) shall be retroactive to the date on which the new rate is agreed upon by the parties.

32.05 - No Elimination of Present Classification

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

ARTICLE 33 - TERM OF AGREEMENT

33.01 - Duration

The Agreement shall be binding and remain in effect from **April 1, 2023 to March 31st, 2027** and shall continue in effect from year to year thereafter unless either party gives the other party notice in writing between the period of sixty (60) to ninety (90) days prior to the termination date giving to the other party the proposed changes or amendments

in writing. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

33.02 - Changes in Agreement

Any changes deemed necessary in this Agreement may be made by agreement of the Parties at any time during the existence of this Agreement. Such changes shall be in writing and duly executed by the parties and shall not take effect until ratified by the membership of CUPE Local 2737.

33.03 - Agreement to Continue in Force

- a) A notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) Both parties shall adhere fully to the terms of this Agreement during the period of bonafide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall unless otherwise specified apply retroactively to that date.

ARTICLE 34 – FUNDING ADJUSTMENTS AND TRANSPARENCY

34.01 – Funding

The employer agrees that, if during the term of this agreement **April 1, 2023 to March 31, 2027**, CLSC receives funding designated to wages and associated benefits from the Ministry of Community and Social Services (“the Ministry”), such wages and associated benefits will be proportionately paid out to employees. The Union and the Employer will meet to advise the Union of the allocation of funding that is designated specifically to wages and associated benefits.

In the case that a stipend is made available from the Ministry, the Parties will enter into a Memorandum of Agreement regarding the distribution of the stipend among bargaining unit members.

LETTERS OF AGREEMENT

KEPT/UPDATED

Memorandum of Agreement
Dedicated Float Positions Trial
First Aid & CPR Training
Grandfathering—Seniority Accrual
Individualized Funding
Call Out Shifts – Schedulers
Maximum Hours of Work

REMOVED

Benefits Plan Grievance

March 20, 2024
MEMORANDUM OF AGREEMENT

BETWEEN:

COMMUNITY LIVING STORMONT COUNTY

herein after called the “employer”

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2737
hereinafter called the “Union”

Collectively, referred to as “the Parties”

- 1) The Parties met in bargaining on March 13, 14 and 19th, and have agreed to settle the terms of the renewal Collective Agreement upon the terms of the attached Agreed to Articles.
- 2) The Agreed to Articles attached hereto include all the terms of the renewal Collective Agreement negotiated by the Parties.
- 3) All terms take effect upon ratification by the Union unless otherwise provided.
- 4) The Union agrees to recommend these terms for ratification by their membership.

Wages

April 1, 2023	2%	across the board general increase
April 1, 2024	..5%	across the board general increase
April 1, 2025	.5%	across the board general increase
April 1, 2026	..5%	across the board general increase

Retroactivity

Wages are retroactive to April 1, 2023 for all employees who have worked for the Employer from April 1, 2023 to the date of ratification.

Term

April 1, 2023 to March 31, 2027

Pension

1% increase in employer and employee contributions to the pension plan effective upon ratification.

Permanent Wage Enhancement (PWE)

\$3/hour PWE upon ratification for:

Mike Berniquer
Kathy Warden
Sally Currier
Karen Labelle

Percentage in Lieu of Benefits

Upon ratification 2% for all employees who don't qualify for benefits.

Part-time Benefits

Upon ratification the Employer agrees to pay sixty percent (60%) of the premium cost and the employee shall pay forty percent (40%)

Signed this 20 day of March, 2024

For the Employer

Michelle Algrens

~~Benjamin Van der Kamp~~

Ally Vain

Karen Dupuis

For the Union

[Signature]

Alycia Jarvis

Paul Borkan

Rick Brangis

Alyson Dauthier

DATE: Arising from October 8, 2021 Negotiations

DEDICATED FLOAT POSITIONS TRIAL

WHEREAS the Parties agree that finding staffing to replace last minute cancellations of scheduled shifts by employees remains a challenge for Community Living Stormont County (CLSC) particularly over the weekend shifts;

AND WHEREAS CLSC agrees to institute a staffing trial to assist in mitigating the overtime expenses and mandatory overtime requirements currently in existence by creating two (2) Dedicated Float positions;

AND WHEREAS the trial period shall commence from the commencement of the positions and shall continue for a trial period of commencing at the date of ratification and expiring on March 31, 2023, in accordance with the terms that follow.

NOW THEREFOR the Parties agree as follows:

1. The positions will be posted within four (4) weeks of ratification and will identify the dedicated Floater positions hours:

WEEK	FLOATER 1—LASALLE (12-8)	FLOATER 2—BRODEUR (12-8)
WEEK 1	FRIDAY—SATURDAY— SUNDAY—MONDAY	
WEEK 2		FRIDAY—SATURDAY— SUNDAY—MONDAY

2. Floater 1 and Floater 2 Employees will be assigned to a specific location where they will be working. (Lasalle/Brodour) becoming "in-house" in those locations for additional shifts.
3. If a float assignment includes a statutory holiday, the Dedicated Float Employee will receive 1.5 times their regular hourly rate.
4. The Union understands and agrees that the current, usual staffing replacement processes will continue unchanged throughout the trial period. Dedicated Float Employees may only be scheduled to work by the Manager or On-Call Manager, after the Manager or On-Call Manager has been contacted by the Home and has verified that all usual efforts have been made to replace the staff that has called in sick at the last minute. Dedicated Float Staff will only be assigned to work by the Manager or On-Call Manager after all usual staffing processes have been exhausted.

5. Dedicated Float Employees shall be orientated to all residential settings.

6. Dedicated Float Employees are permitted to accept other available work outside of the hours of work of the Dedicated Float Position hours as long as any hours that they are offered and accept do not interfere with the obligation to provide their scheduled Dedicated Float hours as described above. Further, other available shifts offered to the employees in these dedicated positions may not be accepted by the employees if they place the dedicated Float Employees scheduled weeks 1 into overtime.

7. The Parties agreed that within one month of the trial period having elapsed, the Employer will meet with the Union to review the success or failure of the Dedicated Float positions.

8. If the Employer determines that these trial positions have been beneficial to reduce the staffing pressures that currently exist, CLSC may post the positions on a permanent basis. CLSC may discontinue these positions in the event that they have not resulted in a reduction in the staffing pressures currently being experienced or if funding is no longer available to support them. The Parties agree that the decision to post these positions on a permanent basis or to discontinue them at the end of the trial period agreed upon is a decision that is at the sole and exclusive discretion of the Employer to determine.

At the end of the trial period, the two (2) employees in the trial positions will be offered the opportunity to return to their former positions or will be offered a Relief Employee II position.

M. Schiller
 For the Employer

Rise Hanger
 For the Union

Carole David
 For the Employer

[Signature]
 For the Union

[Signature]
 For the Employer

Alexis Jones
 For the Union

Randy Finley
 For the Employer

Paul Gordon
 For the Union

[Signature]

Nancy Maxwell

LETTER OF AGREEMENT

Between

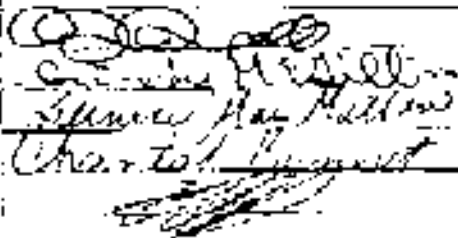
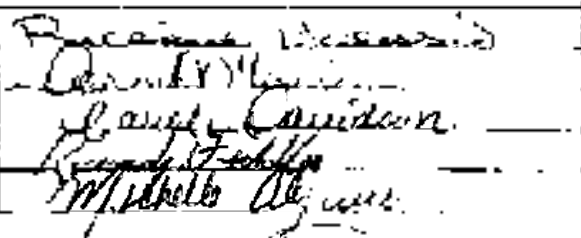
COMMUNITY LIVING - STORMONT COUNTY

And

CUPE LOCAL 2737

SUBJECT: FIRST AID AND CPR TRAINING

The parties agree to investigate all options for the delivery of CPR & First Aid training in house, due to the recent mandatory stipulation by the Ministry of Community & Social Services. One of the factors in the decision of the delivery model will be the budgetary limitations.

CUPE LOCAL 2737	COMMUNITY LIVING STORMONT COUNTY
 <p><i>Christine A. [unclear]</i> <i>Sharon Mac [unclear]</i> <i>Christine [unclear]</i></p>	 <p><i>[unclear]</i> <i>[unclear]</i> <i>[unclear]</i> <i>[unclear]</i></p>

Date: June 26, 1988

LETTER OF AGREEMENT

Between

COMMUNITY LIVING - STORMONT COUNTY

and

CUPA, LOCAL 2737

GRANDFATHERING - SENIORITY ACCRUAL

All Employees' seniority shall be recorded on their bi-weekly pay stubs. Employees will accrue up to a maximum of 18721 hours worked. Such hours will equate to (1) year of seniority.

The following SWII 64-hour bi-weekly employees shall be credited with a maximum of 208 hours per year, so long as they remain in their current 64-hour SWII positions. Where the employees work additional hours, such hours will be deducted from the 208 limited hours per year. Where any of these employees leaves his/her 64-hour SWII position for any reason whatsoever, the crediting of hours shall cease, and seniority shall be credited hour for hour.

The employees identified are limited to:

1. Marlene Piquette
2. Debra Rowe
3. Christine Prieur
- ~~4. Marlene Piquette~~

Following the departure of any of the above listed individuals, the superior crediting shall cease and future persons in SWII 64-hour positions shall be credited for seniority in accordance with the collective agreement.

Agreed upon January 13, 2016

FOR THE UNION

FOR THE EMPLOYER

[Handwritten signatures for the Union]

[Handwritten signatures for the Employer]

LETTER OF AGREEMENT

BETWEEN:

COMMUNITY LIVING STORMONT COUNTY

herein after called the “employer”

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2737

hereinafter called the “Union”

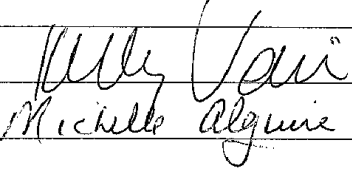
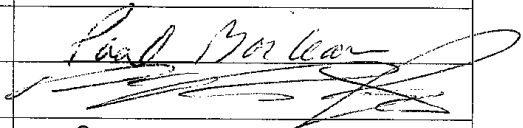
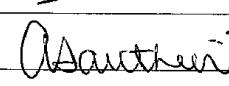
Collectively, referred to as “the Parties”

MAXIMUM WORK WEEK HOURS

In recognition of the requirements of section 17 (3)(a) of the Employment Standards Act, C.U.P.E. Local 2737 and Community Living Stormont County, are in agreement that, employees have the opportunity to work up to a maximum of sixty (60) hours per week.

Both parties have read, understood and agreed with the contents outlined in the Information for Employees – About Hours of Work and Overtime Pay.

C.U.P.E. Local 2737, may cancel this agreement, in writing at any time, with a two (2) weeks’ notice. All Additional terms and conditions would only be applicable as stated in the Collective Agreement.

Community Living Stormont County For the Employer	CUPE Local 2737 For the Union
 Michelle Alguire	 Paul Borlase
	 Asanthin

April 18, 2024
Date

March 22, 2024
LETTER OF UNDERSTANDING

BETWEEN:

COMMUNITY LIVING STORMONT COUNTY

herein after called the "employer"

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2737
hereinafter called the "Union"

Collectively, referred to as "the Parties"

Subject: Individualized Funding

WHEREAS the Parties wish to avoid the excess use of casual and part-time Community Living Stormont County (CLSC) staff members on Individualized Funding Assignments;

NOW THEREFOR the Parties agree as follows:

- 1) CLSC will assign the successful Associate Worker I or II a caseload of Individualized Funding Assignments.
- 2) No schedule will be created by CLSC for the worker, hours of work will be determined between the worker and the family/individual. The worker will arrange their schedule in accordance with the needs of the family/individual, which may include split shifts.
- 3) The worker will be required to submit weekly to CLSC a timesheet indicating their hours of work within their caseload of individualized funding assignments worked, totaling forty-eight (48) hours up to seventy-two (72) hours bi-weekly.
- 4) No overtime pay shall be paid to worker that is the Associate Worker I or II, for their work with their caseload assigned to them.
- 5) No work on statutory holidays shall be taken by the Associate Worker I or II, for their work with the caseload assigned to them.
- 6) The Employer agrees to review and consider, within six (6) months of signing the Collective Agreement, the recommendations provided by the Union during collective bargaining regarding the Passport Program. It is understood that there is no commitment to implement any of the recommendation.

AS
MP
The employer agrees to have discussion with the union prior to implementation.

Signed this 18 day of April, 2024

For the Employer

Kelly Shaw
Michelle Algine

For the Union

[Signature]
Asantini
Paul B. [Signature]



LETTER OF AGREEMENT

BETWEEN:

Community Living - Stormont County (the Employer)

-and-

Canadian Union of Public Employees and its Local 2737 (the Union)

Without prejudice to its current obligation and practice that does not include the additional requirement to call staff for callout shifts except in accordance with current practice, the Employer would be willing to adopt the practice of routinely calling Employees while they are working at the Residential Setting for callout shifts. This without prejudice offer is made conditional on the Union's recognition of, and agreement to the following limitations that exist to the Employer's ability to universally provide that additional call:

1. Only the Schedulers will be responsible to contact Employees at the home where they are working (Mon-Thurs [7 am to 7 pm] Friday [7 am to 4 pm]) in order to offer them callout shift (s). No grievance claims for missed callout shifts will be filed by the Union where any other person whatsoever (including managers or co-workers) is making the calls to cover callout shifts.
2. If an Employee is working in another setting and the shift is not available to the Schedulers in the COMVIDA system, the Employer will not be held responsible if the Schedulers have not called the Employees at the Residential setting where they are working (when working for CLSC). In the event of a dispute, the COMVIDA records of the date and time of entry, will be shared with the Union for verification purposes. No grievance claims for missed callout shifts will be filed by the Union in these circumstances.
3. When calls are being handled offsite by either the Schedulers or their replacements, they do not have access to the COMVIDA system and therefore, will not be held responsible if Employees are not contacted at the Residential setting where they are working (when working for CLSC). No grievance claims for missed callout shifts will be filed by the union in these circumstances.

Agreed to this 25th, day of July 2019

FOR THE UNION

FOR THE EMPLOYER

**COMMUNITY LIVING - STORMONT COUNTY
BENEFITS CHART 2023-2027**

	HOURS OF WORK	VACATION	STATUTORY HOLIDAYS	SICK TIME	FLOATER DAYS	PAID BEREAVEMENT	SENIORITY EARNED	EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)	EXTENDED HEALTH & L.T.D. ADD	
									PROVIDED	EMPLOYEE SHARE
FULL TIME	72	Full benefit	Full benefit	Full Benefit	2**	Regular scheduled shift (s)	1 year	X	X	20%
	64	Pro-rated	Full benefit	Pro-rated	2 Regular scheduled shift (s)	Regular scheduled shift (s)	SENIORITY EARNED BASED ON HOURS WORKED TO A MAX. OF 1872 HOURS/YEAR	X	X	20%
	56	Pro-rated	Pro-rated	Pro-rated	2 Regular scheduled shift (s)	Regular scheduled shift (s)		X	X	20%
	48	Pro-rated	Pro-rated	Pro-rated	2 Regular scheduled shift (s)	Regular scheduled shift (s)		X	X	20%
	40	Vac payable as earned	*as per E.S.A.	NIL	1 regular scheduled shift	Regular scheduled shift (s)		X	X	40%
	32	Vac payable as earned	*as per E.S.A.	NIL	1 regular scheduled shift	Regular scheduled shift (s)		X	+46/HR IN LIEU OF BENEFITS	
	24	Vac payable as earned	*as per E.S.A.	NIL	1 regular scheduled shift	Regular scheduled shift (s)		X		
RELIEF EMPLOYEE II	As required	Vac payable as earned	*as per E.S.A.	NIL	NIL	NIL	X			
NOTES:	<p>Extended Health benefits (prescription drugs; prescription eye glasses; dental; paramedical) are cost shared between the Employer and Employee (80 % Employer / 20 % Employee OR 60 % Employer / 40 % Employee)</p> <p>Regularly scheduled full time and part time employees who have completed their probationary period may voluntarily choose to contribute a minimum of 3% of their regular wages into the RRSP plan. The Employer agrees to match up to a maximum of 3% of the employee's wages.</p> <p>L.T.D. and A.D. & D. is not cost shared - Employee pays 100% of the cost.</p> <p>*E.S.A.-EMPLOYMENT STANDARDS ACT</p> <p>**FULL-TIME NIGHTS AWARDED RECEIVE THREE (3) FLOATER DAYS</p>									

ARTICLE – HOURLY WAGE GRID

AMENDED--HOURLY SALARY					
Effective April 1, 2023					
CLASSIFICATION	0-1600 HOURS	1601-3200 HOURS	3201-4800 HOURS	4801 PLUS HOURS	Achieved Pay Equity "X"
2%	Total	Total	Total	Total	
Support Worker I	28.18	28.10	29.57	30.50	X
Support Worker II	24.17	25.29	25.57	25.87	X
Night – Awake	25.18	25.40			X
Night – Sleep	18.51	18.73			X
Relief Employee I and Relief Employee II	25.12	25.34			X
Associate Worker I	28.18	28.10	29.57	30.50	X
Associate Worker II	24.17	25.29	25.57	25.87	X
Receptionist / Typist	20.79	21.38	21.67	22.68	X
Bookkeeper	23.68	24.40	25.10	26.38	X

ARTICLE - HOURLY WAGES

AMENDED--HOURLY SALARY					
Effective April 1, 2024					
CLASSIFICATION	0-1600 HOURS	1601-3200 HOURS	3201-4800 HOURS	4801 PLUS HOURS	Min. Pay Equity "X"
	Total	ota	otal	Total	
Support Worker I	28.61	29.13	30.07	31.96	X
Support Worker II	25.34	25.86	26.95	28.20	X
Night Awake	23.53	23.75			X
Night Sleep	18.17	19.01			X
Relief Employee I and Relief Employee II	23.47	23.69			X
Associate Worker I	20.11	20.63	21.62	22.96	X
Associate Worker II	17.14	17.69			X
Receptionist-Typist	21.11	21.70	22.60	23.92	X
Bookkeeper	24.04	24.77	25.48	26.78	X

ARTICLE – HOURLY WAGE SCHEDULE

AMENDED--HOURLY SALARY

Effective April 1, 2025

CLASSIFICATION	0-1600 HOURS	1601-3200 HOURS	3201-4800 HOURS	4801 PLUS HOURS	Achieved Parity X*
	Total	Total	Total	Total	
Support Worker I	29.00	29.77	30.57	31.42	X
Support Worker II	25.72	26.06	26.34	26.65	X
Night – Make	23.88	24.05			X
Night – Relief	19.07	19.57			X
Relief Employee I and Relief Employee	23.82	24.05			X
Associate Worker I	29.08	29.77	30.57	31.42	X
Associate Worker	23.82	24.05			X
Receptionist – Typist	21.77	22.07	22.50	23.00	X
Bookkeeper	25.40	25.14	25.86	27.18	X

I					
					X